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Contract No. NRC-33-93-201 Modification No. 5 Page 2 of 2

This modification is issued to correct the indirect cost rates incorporated into Section G.1. of the basic contract. Accordingly, the contract is changed as follows:

Section G.I. "Indirect Cost Rates," paragraph: a. is deleted in its entirety and is replaced by the following paragraph:

"a. Pending the astablishment of final indirect rates which shall be negotiated on agait of actual costs, the Contractor shall be reimbursed for allowable indirect costs as follows:

Overhead - 33% - 8/1/93 - 7/31/95 G&A - 8.75% - 8/1/93 - 12/31/93 - 8.5% - 1/1/94 - 12/31/94 - 8.25% - 1/1/95 - 7/31/95 Subcontract Handling - 2.5% - 8/1/93 - 7/31/95

All other terms and conditions of the contract is luding the ceiling amount of \$4.683,711.00 remain unchanged.

A summary of obligations for this task order from award date through the date of this action is given below:

Total FY93 obligation \$3,512,000.00

Cumulative total of NRC obligation \$3,512,000.00

This modification does not obligate any FY94 funds.

	ON/MODIFICATION (	OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION	PURCHASE REQ. NO.	5. PROJECT NO.
Eleven (11)	APR 1 2 1995	RFPA 1RM-93	-201 dtd 10/26/94	(If applicable)
6. ISSUED BY CODE		7. ADMINISTERES		OOE
U.S. Nuclear Regulatory Commissi Division of Contracts, M/S T-712 FJP Acquisition Branch 11545 Rockville Pike Rockville, Maryland 20852		(If other t		SOLICITATION NO.
. NAME AND ADDRESS OF CONTRACTOR (	No., street, county, Sta	ate and ZIP code;	YA. AMENUMENT OF	BULICITATION NO.
ANSTEC , Incorporated 10530 Rosehaven Street, Suite 60	0		9B. DATED (SEE 11	
Fairfax, Virginia 22030			10A. MODIFICATION	OF CONTRACT/ORDER NO
Technical Contact: Sumeet Shrive			X NRC-33-93-20	11.
Telephone: (703) 591-400	10		100. DATED (SEE I	TEM 13)
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(Signature of person authorized to NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

NRC-33-93-201 Modification No. 11 Page 2 of 2

In accordance with paragraphs C.1.2.3.3 and C.3.1 of the Statement of Work, this modification provides additional funding in the amount of \$64,950.00 to refurbish the two microfiche cameras. As a result, the contract is modified as follows:

- 1. SECTION B, B.4 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991), paragraphs a and c are deleted and replaced with the following:
- a. The total estimated cost to the Government for full performance of this contract is increased by \$64,950.00 from \$4,706,820.00 to \$4,771,770.00, of which the sum of \$4,573,151.00 represents the estimated reimbursable costs. The fixed fee remains unchanged at \$198,619.00.
- c. The amount currently obligated by the Government with respect to this contract is \$4,771,770.00, of which the sum of \$4,573,151.00 represents the estimated reimbursable costs, and of which \$198,619.00 represents the fixed fee.

A summary of obligations for this contract, from the award date through the date of this action, is given below:

Total FY93 Obligation Amount: \$3,512,000.00 Total FY95 Obligation Amount: \$1,259,770.00

Cumulative Total of NRC Obligations: \$4,771,770.00

This modification obligates funds in the amount of \$64,950.00.

All other terms and conditions of the contract shall remain unchanged.

2. CONTRACT NO. 3. EFFECTIVE ( NRC-33-93-201 8/1/93	DATE 4. REQUISITION/PROJECT NO IRM-93-201
5. ISSUED BY Code:  U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Neg. Br. No. 1:P-1020 Washington, DC 20555	6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Admin. Br. No. 2 Washington, DC 20555
7. NAME AND ADDRESS OF CONTRACTOR U.S. Small Business Administration 1110 Vermont Avenue.N.W., 9th Floor Washington, D.C. 20417	8. DELIVERY [ ] FOB DRIGIN [X] OTHER (See below)
ctor: ANSTEC 10530 Rosehaven Street, Suite 520 Fairfax, Virginia 22030 Contact: S.P. Shrivastava (703) 591-4000	
10. SUBMIT INVOICES (4 copies unless othe SHOWN IN ITEM: 6	erwise specifiea) TO THE ADDRESS
11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY CODE U. S. Nuclear Regulatory Commissio Division of Accounting and Finance GOV/COM Accounting Section Washington, DC 20555
13. AUTHORITY FOR USING OTHER THAN FULL [ ] 10 U.S.C. 2304(c)( ) [X] 41 U.	AND OPEN COMPETITION S.C. 253(c) ( 5) 16 USC 637 (a)
14. ACCOUNTING AND APPROPRIATION DATA B & R 310-20-615-302 \$3,512,000 D18 BOC 2542 APPN No. 31X0200.310	
15A.ITEM 15B.SUPPLIES/ 15C.QU	ANTITY 15D.UNIT 15E.UNIT 15F.AMOUNT PRICE

15G. TOTAL AMOUNT OF CONTRACT \$4,683,711

contract.

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X SEC		RIPTION PAGE(S
	PART I -	THE SCHEDULE
A	SOLICITATION/CONTRACT FORM	
В	SUPPLIES OR SERVICES AND PRICES/	COSTS
C	DESCRIPTION/SPECIFICATIONS/WORK	STATEMENT
D	PACKAGING AND MARKING	
E	INSPECTION AND ACCEPTANCE	
-	DELIVERIES OR PERFORMANCE	
6	CONTRACT ADMINISTRATION DATA	
H	SPECIAL CONTRACT REQUIREMENTS	
		NTRACT CLAUSES
- I	CONTRACT CLAUSES	ENGLISHED ATTACHMENTS
	PART III - LIST OF DOCUMENTS,	EXHIBITS AND OTHER ATTACHMENTS
J	LIST OF ATTACHMENTS	TONG AND INSTRUCTIONS
	PART IV - REPRESENTATIONS, CERTIFICATIONS	AND OTHER STATEMENTS OF OFFERORS
K	INSTRUCTIONS, CONDITIONS, AND NOT	TICES TO DEFENDE
L	EVALUATION FACTORS FOR AWARD	TICES TO OFFERORS
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-	CONTRACTING OFFICER WILL COMPLETE	ITEM 17 OR 18 AS APPLICABLE
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# PART I - THE SCHEDULE SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 PROJECT TITLE

The title of this project is as follows:

NUCLEAR DOCUMENT SYSTEM DOCUMENT PROCESSING AND USER SUPPORT SERVICES

[End of Clause]

# B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall be responsible for the centralized processing and data entry of documents into the Nuclear Document System.

[End of Clause]

#### B.3 SCHEDULE OF ESTIMATED COSTS

2.	Year 2		\$2,343,410
BASE PER	IOD TOTAL		\$4,683,711
OPTION Y	EARS		
3.	Year 3		\$2,411,851
4.	Year 4		\$2,478,872
5.	Year 5		\$2,554,182
OPTION T	TOTALS		\$7,444,905
GRAND TO	DTAL		\$12,128,616
		[End of	Clause]

1. Year 1 \$2,340,301

- B.4 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991)
  - a. The total estimated cost to fig. Government for full performance of this contract is \$4, 33,711.00, of which the sum of 54.485,092.00 represents the estimated reimpursable costs, and of which \$198,619.00 represents the fixed fee.
  - b. There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.
  - c. The amount currently obligated by the Government with respect to this contract is \$3.512,000.00, of which the sum of \$3.363,083.00 represents the estimated reimbursable costs, and of which \$148,917.00 represents the fixed fee.
  - d. It is estimated that the amount currently allotted will cover performance through 1/31/95.

[End of Clause]

# SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### C.1 STATEMENT OF WORK

## C.1.A. Introduction and Objectives

#### 1. Introduction

The Nuclear Documents System (NUDOCS) is the U.S. Nuclear Regulatory Commission's (NRC) automated repository for documents associated with the licensing, adjudicatory and regulatory activities of the Commission.

The NUDOCS document process currently provides for the entry of both internally (NRC) and externally generated documents designated as appropriate for capture in the system. The process encompasses encoding, abstracting, full text processing, and imaging, and provides for the appropriate distribution of the documents processed. The NUDOCS database management system provides on-line query search and retrieval capability for data records and access to text of the documents in the system through electronic text or through the use of microfiche output from the system.

#### 2. Objectives

The objectives of this contract include centralized processing and data entry of documents into NUDOCS; development of cost effective data entry procedures to facilitate the storage and retrieval of information for programmatic, legal and administrative requirements; identification of improved data entry and search capability; provision of end-user information retrieval support services; and compliance with statutory requirements in the Administrative Procurement Act, the Freedom of Information Act, the Paperwork Reduction Act and the Privacy Act.

The Nuclear Regulatory Commission seeks a contractor to perform specific functions associated with the operation and maintenance of NUDOCS document processing and user support. These functions include project management, data entry including document encoding; document image (microform), text and abstract processing; and operational and user support services including delivery of routine and ad-hoc reports. The contractor will also provide for the development and implementation of data entry procedures and new document processing capabilities to meet emerging NRC requirements. The new capabilities will include processing new classes of documents, adding abstracts to additional classes of documents, thesaurus maintenance and any other requirements developed by the NRC.

# C.1.B. Background (Nuclear Documents System (NUDUCS))

#### 1. Introduction

The NUDOCS database management system is the NRC's ORACLE based automated repository for documents associated with licensing, adjudicatory, and regulatory activities of the Commission. The NUDOCS database management system is an information retrieval system for accessing NRC documents. A subsystem of the NUDOCS database management system provides for generation of distribution lists for the documents entered. This system is the Requiatory Information Distribution System (RIDS). The NUDOCS document process provides a focal point for capturing, managing, processing, and disseminating documents that are either generated or received by the NRC staff. The storage and access environment of NUDOCS database management system is maintained with a level of security sufficient to protect the integrity of the information. The NUDDCS database management system provides users an on-line search and retrieval capability for documents that are stored within the system.

The documents may be viewed, reproduced or downloaded and may reside within the system as a bibliographic record, abstract, in full text or may be manually accessed via the image (microform) address.

# 1.1 NUDOCS Database Management System Access

Access to the NUDOCS database management system is provided to NRC staff, NRC contractors and members of the public with NRC approval. Public clients are only granted access to information contained in the database that is categorized as publicly available.

The NUDOCS database management system can be accessed by remote display stations (NUDOCS workstations) via a telecommunications network of dedicated lines and dial-up circuits or via personal computers equipped with VT-100 or Dasher terminal display emulation software and telephone modems. The maintenance and enhancement of the application software, the host machine, and vendor software associated with the NUDOCS database management system are not part of this contract.

## 1.2 NUDOCS Usage

Internal (NRC Staff and their Contractors)

The NRC NUDOCS database management system users include professional, administrative and technical personnel. Their knowledge of computers and automated information systems ranges from complete lack of experience to sophisticated knowledge. Approximately 550 searches of the database are performed daily by agency staff.

The NUDOCS database management system provides user access to the

computerized data which provides document identification including bibliographic information. A limited body of abstracts or full-text is also available in digital form. NRC staff and their contractors using NUDOCS Workstations have access to cabinets containing the complete NUDOCS document database on 48% microfiche whose addresses are referenced by the bibliographic record. This provides NRC staff with microfiche of the entire database in a compact form having minimal storage requirements. In addition. NRC staff accessing NUDOCS database management system via personal computers have the capability to download and print all bibliographic records or portions of the document text files.

#### External (Public Clients)

External NUDOCS database management system users include foreign entities, agencies of State governments, private companies, U.S. citizens, licensees, and individuals or representatives of the news media. Approximately 36 NUDOCS searches are performed daily. Publicly available documents on 48X microfiche are available to public clients through a subscription service offered by the National Technical Information Service. Publicly available documents on 48X microfiche are also available at the NRC Public Document Room and Local Public Document Rooms. Public clients may inspect documents at the PDR without charge or may purchase copies of the documents for a fee. In addition, public clients accessing public documents through the NUDOCS database management system via personal computers have the capability to download and print the associated bibliographic records and all or portions of the document text for these documents.

## 1.3 Public Dissemination of Information

The NUDOCS document process and database management system are essential in meeting NRC's responsibility for public dissemination of information. The NUDOCS database management system produces the subset of bibliographic references and indices to documents needed to operate the NRC's Public Document Room (PDR) located at 2120 L Street, N.W., Washington, D.C., and 78 Local Public Document Rooms (LPDRs) located throughout the United States. The system capabilities of NUDOCS allow the NRC to respond to public requests for over 300,000 pages of documents annually.

The following are the three major bibliographic aids published by the NRC through the NUDOCS database management system:

- the monthly "Title List of Documents Made Publicly Available" (NUREG-0540);

- the "Weekly LPDR Accession List";

 the "Regulatory and Technical Reports" (NUREG-0304), a quarterly listing with abstracts.

# 1.4 Regulatory Information Distribution System (RIDS)

The NUDOCS database management system also supports the operation of the Regulatory Information Distribution System (RIDS) whereby

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computer-generated lists of document recipients are produced by the system from NRC-assigned codes marked on documents entered through the NUDOCS process.

#### 1.5 Management and Technical Reports

The NUDOCS database management system is used to generate a wide range of management and technical reports (over 40,000 pages monthly). This reporting capability is frequently used to meet unscheduled or unusual information production requirements arising from the hearing/litigation process or special project needs of the NRC program offices.

#### 1.6 NUDOCS Processing Overview

The NUDOCS database consists of over 2.1 million unique accession numbers (see Section J. Attachment 2) as of January 1992. Currently, NUDOCS accession numbers are produced at a ratio of 1.94 per document package (including stand-alone enclosures). During the past three years, the average document consisted of 16 pages and at average of 108.983 documents were microfilmed each year. Current image processing is in excess of 9.438 page images per day. Over 35,000 abstracts have been created (3,767 in 1991; 6,075 in 1990; and 13.362 in 1989) and approximately 37,000 documents have been captured as full text (2,826 in 1991; 4,108 in 1990; and 5,477 in 1989).

The NRC anticipates 569 accession numbers per day including growth consideration over the next contract year. In addition to the database entries, anticipated image processing is approximately 9,450 pages imaged per day.

#### 1.7 NUDOCS Operation Overview

Although the NUDOCS database management system is an operational system, major upgrades and enhancements are planned for the period of performance of this contract. Specific hardware and software improvements will be necessary to meet new system requirements, upgrades, and enhancements. Contractors must keep current and trained on the use of new software and hardware as they relate to activities performed under this contract.

#### C.1.C. Tasks

#### 1. Introduction

Tacks under this contract consist of 1) Project Management, 2) Document Encoding/Data Entry, 3) Image Processing (Microform), 4) Text Processing, 5) Abstract Processing, 6) Enhanced Document Processing, 7) Operational and User Support Services, and 8) Relocation of the NUDOCS Facility.

The contractor shall be responsible for processing all documents into the NRC's document repository NUDUCS. The contractor shall provide personnel and services to process 40% of all the

contractor shall also provide the facility, all necessary personnel, and services to process the remaining 60% of incoming documents at a location in close proximity to the NRC's One White Flint North (OWFN) Facility. The contractor shall be responsible for producing all processing reports, output and products. The contractor shall also produce, review for accuracy and deliver all ad hoc and deliverable reports and provide user support services. The NRC shall provide the equipment, system documentation, furniture, and routine office supplies required for activities called for under this contract.

The contractor shall provide the necessary personnel, and services to develop data entry, quality control and user support procedures and shall provide trained staff to implement and support these procedures utilizing government supplied software and hardware to fulfill requirements identified by the NRC.

# 2. Personnel, Management and Control Requirements

The Contractor shall provide qualified, competent and fully trained personnel to perform the tasks and functional activities delineated under this contract. (The NRC shall review the qualifications and approve all substitution or replacement of key personnel during the term of this contract.) The contractor's personnel shall act in a courteous, responsive, knowledgeable, and professional manner at all times.

The contractor shall continuously maintain a level of available personnel who are qualified to provide for the successful performance of tasks and functional activities delineated under this contract. The contractor shall ensure that personnel are committed to perform such activities during the NRC's official hours of operation (7:30 A.M. - 4:15 P.M., Monday through Friday, except Federal holidays). The contractor shall note, however, that the work hours shall be staggered among personnel supporting Task 7 Operational and User Support Services, 7.3.2.1 Hot Line Maintenance, to provide user assistance during the hours of 8:00 A.M to 5:00 P.M., Eastern Time. The holiday schedule of the contractor shall conform to the "Federal Holiday" schedule.

The individual contract activities and functional areas are listed below. Detailed requirements are provided in the following sections.

- Task 1. Froject Management
- Task 2. Document Encoding/Data Entry
- Task 3. Image Processing (Microform)
- Task 4. Text Processing
- Task 5. Abstract Processing
- Task 6. Enhanced Document Processing
- Task 7. Operational and User Support Services
- Task 8. Relocating the NUDOCS Facility

Section C

#### C.1.1 Introduction/Background

Project Management shall encompass the coordination of Tasks 2 through 8 and the overall administration of staff, facility, and program directives. The contractor Project Manager shall be responsible for ensuring project productivity and quality standards and responsiveness to NRC requirements for all contract deliverables.

The contractor Project Manager shall have ultimate responsibility for data entry, information retrieval support, operational reporting, documentation requirements, and provision of document, product and facility security.

The contractor Project Manager shall also be responsible for instituting cost controls, allocating resources, and providing input and planning requirements for new initiatives and future program directions.

#### C.1.2 Operations

This section describes in detail, the task of Project Management. It is divided into three major subsections: Operations Management, Facility Management, and Program Management.

#### C.1.2.1 Operations Management

The contractor Project Manager shall oversee and coordinate the existing data entry and user support information retrieval operational areas. These areas are further defined as: Document Encoding/Data Entry, Image (Microform) Processing, Text Processing, Abstract Processing, Enhanced Document Processing, and Operational and User Support Services. The contractor Project Manager shall direct the activities associated with the production process, implementation and operation of the NRC NUDOCS document processing Information Facility. This shall not include the operation, development or maintenance of the NRC NUDOCS database management system application or the maintenance of NRC owned and operated Data General MV/40000 and the MV10000 minicomputer on which the NUDOCS document processing is performed.

The contractor shall, as part of this activity, be responsible for the overall administration of all contract documentation. This entails the maintenance of a master copy of all task documentation and of an offsite contingency copy of all necessary documentation. In particular, maintenance of the NUDOCS Operations Manual, frequently cited throughout this contract, shall be the responsibility of the contractor Project Manager and shall be updated within one month of any NRC Project Officer approved change to the processes. The contractor shall also be responsible for the maintenance of the NRC Project Officer's copy of the NUDOCS Operations Manual as well as providing the NRC Contracting Officer with updates to the manual.

aration and update of a contract contingency plan(s). This use) document(s) shall cover a plan of operations in the event of an emergency that interrupts normal contract operations for which the contractor is responsible (i.e., the plan shall not address contingency planning for the mainframe on which the NUDOCS data is stored but shall address continued contract (long and short term) performance should facility, personnel or contractor provided site specific equipment (microfiche, etc.) result in the possibility of more than 24 clock hours of processing loss). This (these) contingency plan(s) shall be reviewed by the NRC Contracting Officer and the NRC Project Officer prior to their providing written approval for incorporation into the terms and conditions of the contract.

#### C.1.2.2 Facility Management

The contractor shall be required to provide adequate space for equipment and personnel at one operating location to meet the requirements. This contractor office location shall be within one-half hour driving time of NRC's One White Flint North building, 11555 Rockville Pike, Rockville, Maryland. The NRC may provide space for contingency operations or functions to be performed at other Government facilities.

The contractor shall be responsible for facility security. To this end, the contractor shall implement sufficient security procedures to prevert unauthorized access to the facility, develop and maintain a facility security plan and shall restrict access to related support areas in accordance with Federal Property Management Regulations 101-36.704.5.

The contractor shall be responsible for establishing an accounting/control mechanism for all Government Furnished Equipment (GFE) and supplies. Reports of GFE and supply usage shall be furnished to the NRC on a quarterly basis at the direction of the NRC Project Officer.

# C.1.2.3 Program Management

The contractor Project Manager shall be directly responsible for providing input to the NRC regarding the impact of employment of new technology (i.e., text and image scanning and expert systems). These reviews will be required in order for the NRC to ascertain overall feasibility of approach based on anticipated modifications to the NUDOCS by systems development and maintenance personnel. The contractor Project Manager, as requested by the NRC Project Officer, shall provide impact reviews to the document processing operation including draft procedure changes, cost of operation impact assessments, and production level impact assessments. Additionally, the contractor Project Manager, as approved by the NRC Project Officer, shall establish an outline of and conduct Document Processing Reviews and other document processing analyses related to current industry document processing methods.

#### C.1.2.3.1 Training

The contractor shall provide for in-house training for new contractor employees in document encoding and abstracting, full-text and microfiche processing procedures. This training shall be performed so as to render new staff immediately productive. The contractor shall also provide bi-monthly workshop/ briefing sessions for public users of NUDOCS (see C.7.3.1 User Briefings and Workshops).

# C.1.2.3.2 Administrative Support

The contractor shall provide administrative capabilities to accountely support word processing/typing, photocopying, facsimile, clerical, and receptionist requirements.

The contractor shall be responsible for providing a vehicle(s) and personnel to act as courier(s) between the NRC locations and the contractor facility. The contractor shall provide for a minimum of four deliveries and pickups daily. Changes to established courier schedules shall be approved in advance of change in writing by the NRC Project Officer.

# C.1.2.3.3 Hardware Maintenance

The contractor Project Manager shall be responsible for securing maintenance agreements with proven, reputable vendors for maintenance on the government furnished equipment and hardware, unless maintenance for this equipment is provided by the government. The NRC will be responsible for costs to repair or replace government furnished equipment, inclusive of labor and parts, which exceed the maintenance agreements. All maintenance agreements shall be provided to the NRC Contracting Officer for review prior to signature by the contractor.

A hardware problem/maintenance report shall be submitted as part of the Monthly Progress Report. The report shall include all contractor and vendor maintenance, description of the problems and actions taken, and an accounting of the hours expended in hardware maintenance.

Maintenance of the terminals and microcomputers will be the responsibility of the NRC.

# C.1.3 Contract Deliverables

The contractor Project Manager shall be responsible for ensuring that all contract deliverables for each activity meet NRC requirements.

Attachment 3 lists the contract deliverables for each activity.

Task 2 - Document Encoding/Data Entry

#### C.2.1 Introduction/Background

A bibliographic data record is created for all documents submitted for NUDOCS document processing. Bibliographic data records provide a brief description of the document in a standard format. This format represents the minimum level of detail for documents entered into the NUDOCS database management system. Attachment 1 provides a complete list of the data fields contained in bibliographic data records.

The task of Document Encoding/Data Entry encompasses the Document Preparation (sorting and arranging documents in priority processing level), Duplicate Check, Encoding, Quality Control and Bibliographic Data Record entry for all documents received, as well as the establishment and administration of special document processing services performed for various NRC offices. This is the most labor-intensive task in this contract and uses the largest number of staff hours.

There shall be three priority levels of documents to be processed that are distributed via the Regulatory Information Distribution System (RIDS). The documents which fall into each category will be determined by the NRC NUDOCS Section.

The first level which constitutes approximately 40% of the documents distributed via RIDS will be encoded at NRC onsite bibliographic location. The second level which constitutes approximately 20% of the RIDS distributed documents, will be processed on an expedited basis at the contractor facility. The third level, comprising the remaining 40% of RIDS distributed documents, will be processed at a lower priority at the contractor facility.

A daily average of 569 accession numbers (unique documents) is anticipated during the period. Subsequent to document data entry, the computer system automatically assigns to the data record a unique ten-digit accession number, comprised of the year, month, date of record creation, and four-digit chronological number. Approximately 90% of accession numbers created daily will be from RIDS distributed documents. The contractor shall be able to process up to 597 accession numbers in any given 24-hour period. A FIGFO (First-In-Generally- First-Out) system is to be followed, with the normal turnaround time not to exceed two days. In the event that a weekly volume exceeds the maximum requirement of 2,985 accession numbers, the contractor shall immediately notify the NRC of the document backlog expected to occur, noting approximate number of unique documents and pages. The NRC Project Officer and the NRC Contracting Officer will review this information and make a determination whether the overtime clause of the contract or the changes clause apply and will provide written direction to the contractor. The daily average of 569 accession numbers constitutes the minimum level of performance for which the contractor shall be responsible.

If the creation of new bibliographic data records exceeds by 5%

the expected volume of 569 daily average for more than 44 consecutive work days, it will be considered as an increase in the scope of work and a contract change order will be issued. If the creation of new accession numbers is less by 5% or more of the expected volume of a 569 daily average for more than 44 consecutive work days, the government reserves the right to reduce the scope of work and associated costs through contract modification.

#### C.2.2 Task Management

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The contractor shall be responsible for providing all personnel necessary to process the required daily volume of documents. The contractor shall maintain statistics and records indicating particulars such as documents received (by category), accession numbers created, changes made to existing data records, etc. The contractor shall also maintain statistics and records of staff hours expended, categorized in such a way as to allow prediction of future labor efforts, using such information as labor function and document type. The contractor shall maintain and update the Encoding related information contained in the NUDOCS Operations Manual. A copy of this manual shall be maintained offsite as a contingency copy.

Overall task management shall ensure smooth day-to-day operation, ensure prompt delivery of all task deliverables, accommodate new NRC document processing needs, anticipate processing problems, and allow for accurate prediction of future labor efforts and production rates.

#### C.2.3 Operations

The Operations function of Task 2 shall include day-to-day document flow and document processing steps. These steps are; Encoding, Data Entry and Quality Control.

#### C.2.3.1 Encoding

The task of encoding involves entering all information necessary to create digital records. This includes all data elements required for document distribution, tracking, and identification. This task will be performed by the contractor at both the NRC facility (Document Control Desk) and at the contractor facility, based upon the document categories described in Section C.2.1. All document encoding is performed in accordance with the Encoding procedures contained in the NUDOCS Operations Manual.

The contractor shall provide sufficient personnel to support document control, coding, and distribution at the NRC facility (Document Control Desk).

A compilation of all accession numbers created for documents placed in the NRC Public Document Room shall be produced monthly (NUREG-0540).

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The contractor snall be responsible for providing the MRC with a magnetic tape of the data accession numbers created for the previous month at a task of Task 7. Therefore, encoding data entry and quality control activities shall be completed in sufficient time to provide for timely creation of this deliverable.

## C.2.3.2 Data Entry

The contractor shall be responsible for entering the bibliographic record contents onto the database and for updating/ correcting existing records. Data Entry shall be performed by the encoder on line to the database (Direct Entry).

# C.2.3.3 Quality Control

Since all products are constituted from the bibliographic data records, the data record shall be the basis for monitoring product quality. The contractor shall perform, at a minimum, a complete second pass quality review of all data elements against the hard copy document. Quality Assurance (QA) shall be conducted in conformance with the guidelines described in the NUDOCS Operations Manual.

Records processed by the contractor shall be at least 99% accurate. If in a monthly statistical sampling of 10% of records at least two weeks old the error rate exceeds 1% as described, the contractor shall institute a corrective additional quality assurance step. This shall be continued until a weekly sampling demonstrates that the accuracy rate meets or exceeds 99%. The contractor shall ensure corrective measures result in a return to 99% accuracy within 6 weeks or the government will take action to recover labor costs per error level. It shall be the responsibility of the contractor Project Manager to establish a mechanism for monitoring the accuracy. Keystroke and encoding errors will be counted individually in relation to the number of documents processed. The results of QA sampling shall be included in the Monthly Progress Report.

# C.2.3.4 Vocabulary Control/Table Maintenance

The contractor shall be responsible for maintaining all existing coding tables used as reference and source materials for controlled fields on bibliographic data records. These include, but are not limited to, the Corporate Source Table, Affiliation Tables, Docket Description Tables, and the Task Table. All existing tables are listed in the NUDOCS Operations Manual. Approximately 20 additions to existing tables shall be required daily. The contractor is responsible for updating the Distribution and the Docket Database/Tables with prior approval of the NRC Project Officer for additions, deletions and changes.

Reference materials to support this activity will normally be provided by the NRC. These include current editions of the Thomas Register, the American Hospital Association Guide to the Health Care Field, Standard and Poor's Register, the College Handbook,

the Electrical World Directory of Electric Utilities, and the United States Government Manual. The NRC will provide all other reference materials necessary for administering this activity. The NRC Project Officer will review and, if appropriate, approve contractor requests for reference materials. The contractor shall obtain the NRC Project Officer's written approval prior to acquiring additional reference materials.

# C.2.3.5 Key Word List/Thesaurus Maintenance

The contractor shall be responsible for the complete maintenance of the approved key word list/thesaurus. Tasks shall involve but not be limited to additions, deletions, redefinitions, global changes, etc. Decisions shall be based on contractor expertise and user input. Changes shall be circulated to the primary NRC user groups designated by the MRC Project Officer. Written authorization the NRC Project Officer shall be obtained prior to implementation.

# C.2.3.6 Special Document Flow Administration

The contractor shall accommodate special variances in established document processing procedures at the direction of the NRC Project Officer. The following special document flows are established. The contractor shall maintain the ability to add to this list as necessary.

#### C.2.3.6.1 NUREGS

Current NUREG submissions average 375 per year (latest 3-year average). Given current volumes of all other flows, a maximum of 600 documents per year will be expected.

NUREGS form the baseline for the COMPILATION OF THE REGULATORY AND TECHNICAL REPORTS - NUREG-0304 (Abstract Journal). NRC will provide an abstract of approximately 200 words in length with each NUREG document sent for processing. Complete descriptions and examples of the Abstract Journal are found in the NUDOCS Operations Manual.

# C.2.3.6.2 Drawings

The contractor shall be responsible for processing oversize engineering drawings and externally-produced aperture cards that are routinely received in the regular document flow. For the purpose of encoding, only oversize drawings larger than 11" X 17" and which contain the necessary encoding elements, shall be captured/processed as unique records. Oversize drawings shall be filmed on aperture cards and the aperture cards duplicated and distributed along with regular microfiche (see Activity 3 - Image Processing (Microform) for detail). Existing special document processing paths shall be maintained by the contractor as described in the NUDOCS Operations Manual. The contractor shall be responsible for processing up to 19 oversize drawings daily. If on any day more than 19 drawings are received for 24-hour

processing, they shall be processed to bring the daily accession number total up to 569.

## C.2.3.6.3 Office of the Secretary (SECY) Document Flow

Because the NRC Office of the Secretary. Docketing and Services Branch (DSB), has a need for rapid turnaround of legal documents generated as part of the NRC hearings, a special document flow path has been established and shall be maintained by the contractor as described in the NUDOCS Operations Manual. The contractor shall be responsible for creating up to 46 accession numbers daily as a result of this document flow. If the daily average of accession numbers exceeds 46 for 44 consecutive work days, it will be considered a change in accordance with the Changes Clause of this contract.

Daily and monthly listings of DSB material shall be generated and provided to DSB and to the Atomic Safety and Licensing Board Panel. The contractor shall effect any changes to the listings, whether in format or content, as soon as practicable upon DSB's request and upon approval by the NRC Project Officer.

#### C.2.3.6.4 Freedom of Information Act Documents

The contractor shall maintain existing document processing procedures to accommodate documents generated as a result of requests sent to the NRC under the Freedom of Information Act (FOIA). These procedures are described in detail in the NUDOCS Operations Manual. FOIA document packages shall, on the average, result in the creation of 10 times the number of records produced from other NRC documents. Statistics shall be maintained separately for this document flow. FOIA documents have the lowest processing priority, and are processed only when processing volumes from all other document types fall below the 569 daily record average. Processing priority for FOIA documents will be determined by the Project Officer. Any backlog of documents to be processed shall be reported by the contractor in the Weekly Production Indicators Report and Monthly Progress Report.

# C.2.3.6.5 Library Codes and Standards

The contractor shall maintain the exsisting special document processing flow established for the NRC Library codes and standards. These procedures are discussed in detail in the NUDOCS Operations Manual. The volume of this document flow is approximately 5 documents monthly.

# C.2.3.6.6. Nuclear Materials Safety and Safeguards

The contractor shall process approximately 70 documents per week in accordance with procedures established by Information Resources Management/Nuclear Material Safety and Safeguards (IRM/NMSS) by text processing (see 4.1, 4.3 and NUDOCS Operations Manual). This effort shall include scanning documents through an optical scanner, performing editing and quality control checks, converting

documents to ASCII from the digitized nard copy, performing source capture of electronic version of documents from the IBM 5520 system or the Agency Upgrade of Technology for Office Systems (AUTOS) Local Area Network (LAN), and creating bibliographic records.

Task 3 - Image Processing (Microform)

#### C.3.1 Introduction/Background

NRC uses a microfiche-based system for document storage and retrieval. An image (microfiche or aperture card) is created for all documents submitted for NUDOCS document processing. Microfiche of documents are created in the following categories:

Public - Publicly available documests
CF (Central File) - Non-publicly available documents (excludes proprietary)
Prop - Proprietary Information

Sets of publicly available microfiche are provided to the NRC Public Document Room, the Local Public Document Rooms, the National Technical Information Service and specific National Laboratories.

NRC requires the contractor to maintain the existing microfilm production, duplication, and dissemination procedures and equipment. Note that while packed 48% microfiche is the standard, titled 24% microfiche and 35 mm aperture cards are used to meet specific needs. The daily PDR accession list is produced using titled 24% microfiche. Microfiche and aperture cards are required within five workdays of the receipt of document by the contractor for processing.

Daily averages of 9,438 filmed 48x images and 26 silver halide originals (48X fiche) for archival storage are anticipated. The NRC estimates that a daily average of 100 aperture cards will be produced. The contractor shall produce images and aperture cards in compliance with all specifications as presented in NRC Management Directive 3.21 "Micrographics Management."

The contractor shall be able to process up to a 5% volume increase in any given 24 hour period, to include: 9,910 48X images and 105 Aperture Cards.

In the event that a weekly volume exceeds the maximum requirement of 49,550 filmed 48X images, processing turnaround times shall be extended by the NRC to accommodate the increased workload for each succeeding day that the filming volumes remain above the daily maximum of 9,910 (48X). Similar procedures shall be followed when the volume of aperture cards exceed 525 per week. If the filming of new images (either 48X or aperture cards) exceeds by 5% the daily averages for more than 44 consecutive work days, it shall be considered a change in accordance with the Changes Clause of this contract.

#### C.3.2 Task Management

The contractor shall be responsible for providing the personnel necessary for timely processing of NRC documents through micrographic operations. The training of all micrographics personnel shall be the responsibility of the contractor.

The contractor shall maintain statistics and records in all micrographics areas indicating items such as process control, quality control, hours worked and microform deliverables. Due to the frequently inconsistent document flow, the contractor shall be responsible for cross-training personnel in micrographics tasks in order to maintain a flexible staff to ensure timely document processing.

The contractor shall maintain microfiche and aperture card filming logs, duplication logs, Quality Control logs, and delivery logs. The contractor shall also maintain and update the micrographics related information contained in the NUDOCS Operations Manual as changes occur.

#### C.3.3 Operations

The operations functions include: document receipt and sort, document preparation for filming, document filming, film processing, quality assurance and document/microform distribution. Special document flows or processing steps unique to a particular document type are described separately.

# C.3.3.1 Document Receipt and Sort

The contractor shall pick-up the shipments of documents from the NRC four times daily. The contractor shall ensure that the documents are properly sorted by filming type and availability as described in the NUDOCS Operations Manual. The contractor shall maintain records depicting the number of documents received, classified by such categories as priority, filming type, and availability. This information shall be reported weekly to the NRC Project Officer in the Weekly Production Indicators Report and shall be contained in the Monthly Progress Report.

# C.3.3.2 Document Preparation for Filming

The contractor shall prepare all documents for 48X, 24X or 35mm aperture card filming. This preparation shall consist of removing all bindings and labeling and sorting the documents for filming.

Documents submitted for processing shall comply with NRC Management Directive 3.5 "Nuclear Documents Management System" requirements regarding size and readability. Before microfilming, all documents must be conformed to a physical state acceptable to the microfiche camera. The contractor shall effect this by removing all bindings, folding 11" X 17" documents, bursting computer printouts, or marking oversize drawings to be filmed on

aperture cards. It is the responsibility of the contractor to ensure that all documents are restored as nearly as possible to the original condition after filming. The contractor shall be responsible for ensuring that documents are not damaged in reassembly (no rubber band cuts of pages, etc.).

The contractor shall ensure that the documents prepared for microfilming are divided into distinct groups based on priority processing, filming type, and availability. This shall ensure that all documents are filmed on the correct microfiche series and reduction ratios.

#### C.3.3.3 Document Filming

The contractor shall film documents in two types of microform: microfiche and aperture cards, in accordance with the following procedures: (The contractor shall refer to the NUDOCS Operations Manual for additional detail).

## C.3.3.3.1 48X Microfiche

Documents requiring 48X format are filmed on the NRC-provided microfilm cameras. As the document is filmed on 48X microfiche, its unique computer assigned identifier (accession number) shall be keyed into a microcomputer by the camera operator. This will provide a mechanism for tracking the fiche and frame number addresses of each document. These addresses shall be entered through updates to the main computer database, completing the document bibliographic data record entry. As documents are filmed, a three-digit frame number shall be displayed and exposed on film in a vertical position to the left of each exposed frame. Frame numbers shall run in consecutive order from 001 to 364 within each 48% microfiche. Once the filming of documents has been completed and address information has been transferred to the main computer database, a computer printout listing accession, fiche, and frame numbers shall be produced and forwarded to the QC area. The hard copy documents and processed microfiche shall also be forwarded to the QC area for inspection. Processing volume details and production variations are addressed in Section 3.1. However, in any one week, the contractor shall be responsible for producing the following minimum/maximum quantities of 48X processing items:

	Weekly	Weekly		Maria	
Iten	n		Minimum	Maximum 49.550	
1.	Images Silver Halide Origi	inal Microfiche	47,073 129	136	
3	Duplicate Sets of M	Microfiche	168	177	7

# C.3.3.3.2 Aperture Cards

All oversize document pages which exceed 8 1/2" X 11" in size shall be filmed on aperture cards containing pre-mounted 35mm silver film chips. Pages larger than 8 1/2" X 11", up to but not exceeding 11" X 17", shall be filmed on 48X microfiche and

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aperture cards. This does not pertain to the processing of the PDR Daily Accession Lists.

Processing volume details and production variations are addressed in Section 3.1; however, in any one week, the contractor shall be responsible for producing the following minimum/maximum quantities of aperture card processing items:

Ite	·m	Weekly Minimum	Weekly Maximum
1.	Aperture Cards	499	525
2.	Duplicate Sets Aperture Card	s 4	5

#### C.3.3.3.3 Film Processing

All 105mm microfiche shall be processed using a conventional method which shall produce microfilm with a black or blue image appearing on a clear backing. Microfilm processed shall be in compliance with standards established by the National Archives and Records Administration (NARA) and the General Services Administration (GSA), which are incorporated herein by reference.

#### C.3.3.4 Quality Control

Quality Control procedures address both film characteristics and accuracy of the database with respect to the microfiche location field. These procedures are summarized in the following paragraphs. Detailed procedures are given in the NUDOCS Operations Manual.

#### C.3.3.4.1 Microfilm Addresses

As described in Section C.3.3.3.1, a printout shall be produced listing the 48% microfilm addresses in relation to the microfiche filmed. The QC printout list shall include accession numbers, fiche numbers, and beginning and ending frame numbers. Each frame of every fiche shall be checked against the QC lists to confirm proper data entry and positioning at time of filming. Refer to Section C.2.3 for details for maintaining/assessing quality standards for the NUDOCS database.

#### C.3.3.4.2 Resolution and Density

Resolution targets shall be filmed as the last frame(s) of each 46% microfiche. The resolution targets of each microfiche shall be inspected using a microscope to ensure compliance with NARA resolution requirements. PDR Daily Accession Lists filmed on 24% microfiche shall not include resolution targets. To ensure proper densities are being achieved during production, densities of all microforms shall be monitored using a calibrated densitometer. Fiche shall also be inspected periodically to assure proper format alignment within grid specifications. Similar resolution and density tests shall be performed on all processed aperture cards.

#### C.3.3.4.3 Archival Testing

The contractor shall be required to submit film samples weekly of processed 105mm microfilm to a qualified laboratory for residual thiosulfate testing. These tests are mandatory in order to maintain consistent production of archival quality microfilm. Records of test results shall be maintained on-site by the contractor and shall be available for NRC inspection. Additionally, periodic tests shall be performed on aperture card film chips processed. These tests shall be performed, at a minimum, on a quarterly basis.

#### C.3.3.5 Microform Duplication

The following paragraphs summarize the duplication requirements for microfiche and aperture cards as detailed in the NUDOUS Operations Manual.

#### C.3.3.5.1 Distribution of Microfiche

Duplicate microfiche for distribution shall be produced using a black or blue image appearing diazo film. Public Document Room (PDR) and Central Files (CF) available microfiche shall be duplicated on non-strip film.

Proprietary microfiche shall be duplicated on yellow strip film. Duplicate fiche shall be collated maintaining a sequential order and placed into acid-free fiche envelopes in preparation for deliveries.

Attachment 3 lists offices authorized for delivery of NRC NUDOCS microforms, office locations, types and quantity of microforms delivered, frequency of deliveries, and distribution and maintenance responsibilities. The schedule of deliveries may be amended upon direction of the NRC Project Officer.

The contractor shall be responsible for producing approximately 168 to 177 sets of 48% diazo duplicates weekly.

#### C.3.3.5.2 Aperture Cards

All PDR and CF aperture cards shall be reproduced using pre-printed salmon colored diazo aperture cards. Aperture cards containing proprietary information shall be reproduced using yellow diazo aperture cards. Following duplication, the regular flow duplicate aperture cards shall have the corresponding accession number title on each. All aperture cards shall be arranged in accession number order. In any one week, the contractor shall be responsible for producing approximately 4 to 5 sets of duplicate aperture cards.

# C.3.3.6 Document/Microform Distribution

This task addresses the return of processed documents to the NRC

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and the delivery and maintenance of microform products as detailed in the NUDOCS Operations Manual.

#### C.3.3.6.1 Document Recompilation

Following filming, individual documents are to be recompiled in their original order for return to the NRC. The documents shall be batched according to priority and availability and clearly marked. The contractor shall deliver documents to the designated NRC staff after processing. This process shall be completed within five working days after receiving the documents from the NRC.

#### C.3.3.6.2 Microform Deliveries

All local deliveries of duplicate 48X microfiche and aperture cards shall be performed by the contractor courier. Microforms to the NRC's remote office locations and LPDRs shall be packaged in accordance with USPS regulations and sent to NRC for mailing.

#### C.3.3.6.3 Tub File Audits

Audits of the 48% microfiche tub files shall be normally performed annually by the contractor, with the exception of the two PDR tub files which shall be audited every four months. The contractor shall be responsible for replacing missing, misfiled, or damaged microfiche. Audits of tub files located other than in the Washington, D.C. Metropolitan area (NRC headquarters) shall not be performed unless approved in advance by the NRC Project Officer.

In addition to the required audits, the contractor shall be responsible for the timely replacement of any missing, damaged, or scratched 48X microfiche reported by the NRC and retrieve microform as directed by NRC. Replacement microfiche will be processed in accordance with duplicate production maximums established in C.3.3.6.1.

# C.3.3.6.4 Processing of Microfilm Address Records

The contractor microfiche camera operator shall call for the run of the microfiche Titler Interface Program (TIP) in order to transfer microfiche address records from the microcomputer Titler system to the NUDOCS database management system and to clear the microfiche address file from the Titler system so that more records can be stored.

The TIP program shall normally be run several times a day. The daily microfiche address records are accumulated in a file on the NUDOCS database management system. The NUDOCS database management system query files are normally updated by this file during the evening shift. The contractor shall ensure that operator instructions are provided for the daytime and evening activities and provide these to the NRC Project Officer for delivery to the Computer Operations Supervisor.

Task 4. Text Processing

#### C.4.1 Introduction/Background

In addition to encoding the bibliographic data record information, up to 10% (57 documents daily) of all documents designated for NUDOCS document processing shall be captured in full text. Only documents relating to certain categories or subject areas are captured in full text in NUDOCS database management system. Documents designated for full text processing may either be received in hard copy or electronic format. Approximately 37,000 documents have been captured as full text in NUDOCS database management system. Full text augments the Bibliographic Data Record by capturing the text body of the document. The contractor shall deliver full text of documents within five workdays of the receipt of the document for processing.

The following is a complete list of documents that are currently captured in full text in NUDOCS:

Advisory Committee on Nuclear Waste (ACNW) Reports - (1988-present)

Advisory Committee on Reactor Safety (ACRS) and Advisory Committee on Nuclear Waste (ACNW) full committee minutes and subcommittee minutes (1990 - present)

ASLBP hearing transcripts on Seabrook (1988 - 1989)

Congressional Correspondence (Congressional questions and answers and selected correspondence - 1988 - present)

Enforcement Notifications (February 1990 - present)

Generic Letters (mid-November 1988 - present)

High Level Waste Repository (HLWR) documents (April 1988 - present)

ITS News

Licensee Event Reports (1984 - present)

NRC Bulletins (mid-November, 1988 - present)

NRC Information Notices (1987 - present)

Regulatory Guides (mid-November 1988 - present)

Title 10 of the Code of Federal Regulations

# C.4.2 Task Management

The contractor shall be responsible for providing all personnel necessary to process the required daily volume of documents (57 minimum to 60 maximum). The contractor shall maintain statistics and records indicating particulars such as documents received (by

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category), format of submittal (hard copy or electronic), number of documents and pages captured, etc. The contractor shall also maintain statistics and records of staff hours expended. categorized so as to allow prediction of future labor costs.

The NRC will determine what document types will be selected for full text processing and the priority in which they will be processed. If the creation of full text entries exceeds by 5% the expected volume of 57 documents per day for more than 44 consecutive work days, it will be considered as an increase in the scope of work and a contract change order will be issued. If the creation of full text entries is less by 5% or more of the expected volume of 57 daily average for more than 44 consecutive work days, the government reserves the right to reduce the scope of work and associated costs through contract modification. If the creation of full text entries exceeds by 5% the expected volume of 57 daily average for more than 44 consecutive work days, it will be considered an increase in the scope of work and a contract change order will be issued.

#### C.4.3 Operations

During the term of this contract, approximately 10% (57 documents daily) of new accessions shall be stored in full text on the system for search and retrieval. These documents shall require scanning (if not available in machine readable form) or text conversion processing. The contractor shall also prepare to phase in high density, low cost storage media such as optical disk, upon direction of NRC. The contractor shall be responsible for the text processing operations (OCR scanning, text conversion, direct transmission, etc.) that support the full text search and retrieval functions of the NUDOCS database management system. The contractor shall be responsible for the entering of the full text into the NUDOCS database management system and the associated bibliographic record shall be updated to reflect the availability of the full text of the document.

# C.4.3.1 Nuclear Materials Safety and Safeguards

The contractor shall process approximately 70 documents per week in accordance with procedures established by Information Resources Management/Nuclear Material Safety and Safeguards (IRM/NMSS) by text processing.

This effort shall include scanning documents through an optical scanner, performing editing and quality control checks, converting decuments to ASCII from the digitized hard copy, performing source capture of electronic version of documents from the IBM 5520 system or the Agency Upgrade of Technology for Office Systems (AUTOS) Local Area Network (LAN), and creating bibliographic record entries.

# C.4.3.2 Quality Control

The contractor shall be responsible for the complete quality

control of documents processed in full text ensuring that the format of the text is the same as that of the original document. Detailed procedures are provided in the NUDOCS Operations Manual.

Task 5. Abstract Processing

#### C.5.1 Introduction/Background

In addition to encoding the bibliographic data record information, up to 10% (57 documents daily) of all documents processed through NUCCCS document process shall be abstracted according to the NRC approve. NUCCCS abstracting plan.

Abstracts are created for certain categories of documents. The contractor shall provide abstracts of documents within five workdays of receipt of the document for processing. The following is a complete list of documents for which abstracts are created:

Applications for Operating License Amendments (March 1988 - present)

Audit, Test and Safety and Technical Analysis Reports (March 1988 - January 1990)

Emergency Plans and Procedures and related revisions (March 1988 - present)

Environmental Analysis and related reports (March 1988 - January 1990)

Federal Regulations and Federal Register Notices (March 1988 - January 1990)

NRC Bulletins, Circulars and Information Notices (March 1988 - January 1990)

Inspection Reports (March 1988 - present)

Large HLWR DOE documents over 100 pages (March 1988 - present)

Licensees, Amendments to Licenses and Permits (March 1988 - January 1990)

Non-Transcript Legal Documents from ASLBP, ASLAP, and NRC (March 1988 - present)

NUREG Reports (1984 - present)

Office of Analysis and Evaluation of Operational Data (AEOD) Reports (1988 - present)

Office of Secretary of the Commission (SECY) Reports (1988 - present)

Preliminary Notification of Occurrence (PNO) (March 1988 - present)

Regulatory and Safety Guides and Review Plans (March 1988 - January 1990)

Systematic Assessment of Licensee Performance (SALP) Reports (1988 - present)

#### C.5.2 Task Management

The contractor shall be responsible for providing all personnel necessary to process the required daily volume of documents (minimum of 57 to maximum of 60). The contractor shall maintain statistics and records on the number of documents abstracted. The NRC may determine additional document types that should be selected for abstract processing and will determine the priority in which documents will be abstracted.

If the creation of abstract entries exceeds by 5% the expected daily volume of 57 documents for more than 44 consecutive work days, it will be considered as an increase in the scope of work and a contract modification will be issued. If the creation of new accession numbers is less by 5% or more of the expected volume of 57 daily average for more than 44 consecutive work days, the government reserves the right to reduce the scope of work and associated costs through contract modification.

#### C.5.3 Operations

The contractor shall implement NRC approved specifications and procedures (as specified in the NUDOCS Operations Manual) for generating an abstract for each document. The objective for the abstract is to provide an abbreviated surrogate for the full text of the document which is suitable for browsing by users and which may be searched by subject to identify items relevant to user needs.

Where possible, an informative abstract shall be generated. Abstracts will be approximately 100-200 words long. When this is not possible, a short descriptive abstract or note shall be provided. These abstracts shall be entered to the NUDOCS database management system and the associated bibliographic record shall be updated to reflect the availability of the abstract.

Where justified, new documents shall be entered by machine scanning. Where possible, new documents will be delivered to the contractor in machine readable form to facilitate entering them directly.

#### C.5.3.1 NUREGS

Current NUREG submissions average 375 per year (latest 3-year average). Given current volumes of all other flows, a maximum of 600 documents per year is expected. NUREGs form the baseline for the COMPILATION OF THE REGULATORY AND TECHNICAL REPORTS - NUREG-0304 (Abstract Journal). NRC will provide an abstract of

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approximately 200 words in length with each NUREG document sent for processing. Complete descriptions and examples of the Abstract Journal are found in the NUDOCS Operations Manual.

# C.S.3.2 Quality Control

The contractor shall be responsible for the complete quality control of the abstracts which includes being held accountable for content, form, style, spelling, abbreviations, etc.

Detailed procedures are provided in the NUDOCS Operations Manual.

# Task 6. Enhanced Document Processing

# C.6.1 Introduction/Background

The NRC has a continuing interest in developing more expeditious and cost-efficient methods of document processing, specifically those related to the data entry processes and procedures delivered under this contract. The contractor is responsible for review and analysis of the existing procedures and process in order to propose to the NRC more efficient and cost effective solutions that will improve document throughput and reduce NRC staff effort to retrieve information from the system.

# C.6.2 Task Management

The contractor shall undertake a continuous and on-going review of the existing data elements, with the NRC Project Officer, to look for improvements and efficiencies in all data entry fields. The contractor shall maintain awareness of state-of-the-art developments related to performing the document processing under this contract. The objective of any enhancement is to retain only those data elements which have substantial retrieval value and to expedite the delivery of information to the agency staff. The contractor shall make suggestions to the NRC Project Officer for such enhancements.

#### Review C.6.3

Examples of such a review might include but not be limited to the following:

The contractor shall review the existing TITLE field with the NRC Publications Office, through the NRC Project Officer, to determine the desirability of providing a more readable title for the TITLE LIST publications. This shall include enhanced subject term content for search capabilities. The contract r shall provide a specification and procedure for generating the enhanced TITLE field.

The contractor shall examine knowledge based software in the area of encoding and definition of procedural system interfaces with the NRC's wordprocessing network to provide for reduced costs in the area of text processing.

#### C.6.4 Approval

The contractor shall propose areas of review to the NRC Project Officer including a review plan and schedule. The contractor shall obtain approval for the review from the NRC Project Officer prior to commencement of a detailed review.

#### Task 7 - Operational and User Support Services

# C.7.1 Introduction/Background

NUDOCS database management system users are NRC professional, administrative and technical personnel, members of the public, and licensees. The information on the database is used for a variety of regulatory efforts and must be accessible to these individuals regardless of their level of understanding of computer information systems or its data. Telecommunications to the database by off-site NRC user workstations are effected by direct dial-up phone lines, multiplexors, and modems.

#### C.7.2 Task Management

The contractor shall provide all personnel necessary to perform the user support requirements. The contractor shall maintain a log of work performed which shall, at a minimum: categorize not-line calls; and detail the quantities, requests for and types of special computer-generated reports, and generation of standard deliverable reports and tapes.

#### C.7.3 Operations

To acquaint large numbers of personnel with the system efficiently, training sessions are required. Formal classroom training is not within the scope of this contract and is delivered under other contract vehicles managed by the NRC. However, input to course development requiring specific knowledge of the system and the data contained in the system is defined as a responsibility of this contract. The contractor hall provide for training program materials, offer introductory sessions at the contractor facility (small group) for user support staff, NRC contractors and Public clients, and deliver briefings and workshops at NRC facilities (including regional locations) and provide for advanced or specialized sessions arranged at the request of the NRC.

A new occasional user will need on-going assistance in retrieval. The contractor shall provide written materials describing the workstation, keyboard special functions, terminology, construction of codes, sign-on and record retrieval procedures at each workstation to meet this requirement.

The contractor shall also staff a "hot-line" phone number to answer user questions, troubleshoot, and respond to questions concerning data, and workstation questions that are not common or

microcomputer related; provide a referral service for vendor software, telecommunications and machine problems that are provided for through other agency contracts; process special printout requests and provide searching support for users who are not proficient and have an immediate need. The contractor shall also maintain and update the NUDOCS Operations Manual on a monthly basis. The contractor must receive the NRC Project Officer's approval prior to issuing changes. Activity management shall ensure a responsive mechanism for providing both routine and specialized assistance to NRC users. User comments, suggestions, complaints, etc., are to be doc mented along with proposed corrective action and presented in the Monthly Progress Report.

#### C.7.3.1 User Briefings and Workshops

The contractor shall maintain user briefing/training program materials. Advanced sessions tailored to specific usage of the system shall be conducted at the convenience of the NRC. The contractor shall provide up to 160 hours of individualized workshops/briefings on an as-needed basis per year. Annual workshop visits may be made by contractor personnel to the five NRC Regional Offices, Technical Training Center, and the Uranium Recovery Field Office, Denver, Colorado or other sites as directed by the NRC Project Officer. The NRC Project Officer must approve in advance any travel to the regions or other distant locations for workshop/briefing sessions and bi-monthly sessions for public users.

The contractor shall provide the following user materials: On-site Familiarization Manual, Pocket Guides, and additional handouts concerning special areas of interest as needed.

#### C.7.3.1.1 User Manuals

The contractor shall be responsible for the generation of the NUDOCS database management system Users Manual and related documentation. The contractor shall also be responsible for maintaining the Master Copy of the Users Manual.

#### C.7.3.1.2 ITS Newsletter

The contractor shall suggest topics for the NRC Project Officer's approval for articles to appear in the ITS Newsletter on a quarterly basis. The contractor shall be responsible for developing and writing a comprehensive informational article to be included in the ITS Newsletter on the topic approved by the NRC Project Officer.

The contractor shall submit the draft article to the NRC Project Officer for review and comment, edit the resulting copy, and resubmit the article for final approval and publication.

#### C.7.3.2 User Assistance

The contractor shall provide support services to users as

described below:

#### C.7.3.2.1 Hot Line Maintenance

The contractor shall maintain and staff a "hot-line" telephone to provide user assistance. During the hours of 8:00 a.m. to 5:00 p.m., Eastern Time, the hot-line shall be staffed by a contractor employee who is able to validate the availability of the application system, and answer questions about search selection, ad hoc report generation and corrections to data on the system, and provide proper referral to other agency components if the question relates to vendor software or telecommunications.

The originator, subject and detailed resolution of hot line calls and other assistance shall be completed and included in the Monthly Progress Report.

#### C.7.3.2.2 Ad Hoc Reports

The contractor shall process all requests for ad hoc reports or special printouts from the users. A log of all ad hoc requests and subsequent actions, shall be maintained by the contractor. These reports shall be generated utilizing standard query language capabilities (do not require programming at the level of an applications programmer) or shall be submitted with appropriate parameter settings as preprogrammed (supplied by the NRC) batch jobs.

#### C.7.3.2.3 User Workstation Maintenance

The contractor shall be responsible for regularly inspecting the local user workstations to ensure that all equipment is operational (PCs and peripherals, microfiche reader/printers, and telecommunications equipment, etc.). Equipment in need of repair or maintenance shall be reported to the appropriate NRC providers of maintenance service and verified on subsequent inspection checks. Inspections shall at a minimum be performed on the same schedule as the delivery of contractor-produced microform to user workstations.

#### C.7.3.2.4 Report Generation

The contractor shall produce both scheduled (deliverable reports and tapes as defined in Attachment 3) and ad-hoc reports in a timely manner. The contractor shall combine ad-hoc report requests where possible. If any ad-hoc report is expected to entail more than 4 hours combined run and print time, prior written approval of the Project Officer must first be obtained. If such a report is expected to be run on a routine (fixed occurrence) basis, the NRC Project Officer shall be provided with this information along with the batch job name, the name of the requester (the NRC Project Officer shall ensure that an appropriate modification to the deliverables section of this contract shall be made) and parameter settings for delivery to the Computer Operations Supervisor. When reports are printed, it

shall be the responsibility of the contractor to ensure accuracy and completeness of the report and delivery to the user requesting the report.

The contractor shall enter NRC-provided abstract and index terms and associate them with the data record by accession number for a maximum of 600 NUREG documents annually. The contractor shall also provide three quarterly tapes and one cumulative annual magnetic tape of the Abstract Journal to the NRC as specified in the NUDOCS Operations Manual.

The contractor shall provide a monthly tape entitled "Title List Journal" (NUREG-0540) which consists of all publicly available documents processed through NUDOCS each month. The contractor shall provide tapes to the NRC as specified in the NUDOCS Operations Manual.

Task 8 - Relocating the NUDOCS Facility

#### C.S.1. Intro/Background

The NRC requires the contractor to provide a new facility and move all equipment to this new facility no later than September 1, 1993. The new facility shall be fully operational and capable of meeting the requirements for performance of work under this contract within four workdays.

In addition to tagged Government Furnished Equipment (GFE), there are desks, tables and chairs provided to the contractor sufficient to meet the level of staffing and need defined by the contractor to meet the functional requirements of the tasks of this contract.

The contractor is responsible for moving all equipment except that specifically noted on the GFE list. Further, the contractor shall ensure that the new facility provides proper levels of power and conditioning (see C.8.2 below) to support all tasks performed at the contractor facility and specific needs as defined in this task.

## C.8.2. Specific Facility Requirements

To ensure proper operation of NRC provided equipment and security of this equipment, the contractor shall provide electrical and ventilation services to local code levels. Further, the contractor shall provide for special considerations listed below:

Microfiche processing equipment provided to the contractor utilizes ammonia - venting is required.

The Data General MV/10000 utilized for communications from the contractor site to the Application Systems residing on the Data General MV/40000 and associated air conditioning require special conditioning and space. The contractor shall provide a walled room to house this computer and its associated components. A cipher lock shall be provided for this computer room and the contractor shall provide 24-hour daily access to

this facility to the NRC operation's contractor to ensure communications capabilities to the Data General MV/40000 from the contractor site.

The MV/10000 Computer Room Specification shall include space and services for equipment and furniture:

DESCRIPTION DIMENSIONS	QTY	POWER		
		RECEPTACLE	INCHES	
MV/10000 36D	1	L21-20 3 phase WYE	61.5W x	
		13A/phase		
Tape Cabinet 42D	1	L21-30 120/208 30A	46W ×	
6237 Argus Disk Cabinet 31D	2	L14-30 125/250 30A	21W x	
Fugitsu Disk Cabinet * 42D	1	8X 115V	30W x	
Expansion Cabinet	1	No Power Required	21W ×	
Printers 30D	4	4X 115V	35W ×	
System Console 26D	1	1X 115V	36W x	
Terminals 16D	3	3X 115V	13W x	
Work Tables 36D	2	No Power Required	72W x	
Storage Cabinets 20D	5	No Power Required	48W x	
Additional Outlets	5	115V		

All power shall be conditioned to the OEM specification. Contractor shall provide for 10% growth in power requirement.

\*this cabinet needs to be able to support 8 disk drives (plug specification is not known at this time)

Floor Space and Design: Raised floor is required to support above configuration. In addition to the equipment sizes provided above, an additional 3 foot clearance should be provided around all equipment and

furniture to provide access for maintenance. Sufficient space shall be provided to house an additional tape rack for growth. The total floor size will depend on layout of equipment (between 950 sq. ft. and 1260 sq. ft.). The contractor shall provide a ramp for access and ingress/egress sufficient to accommodate above equipment and air conditioners.

BTU: Approximately 56,000. Air conditioning requirements can be calculated from this value to support the OEM cooling specifications.

The NRC provided copying machine requires the sole use of a 15 AMP line (115V 60Hz), operational temperature ranges of 50-86 degrees, humidity control within 30-90%, and sufficient space for functional use (footprint =  $87"\times93"$ ) and paper storage.

The NRC provided microfiche equipment requires air conditioning; therefore, air conditioning units are provided (see GFE list).

#### C.8.3. NRC Equipment Not Moved by the Contractor

The contractor shall be responsible for providing adequate space and power conditioning for the equipment listed by an asterisk on the GFE list but shall not be responsible for the physical movement of this equipment.

#### C.8.4. Special Coordination

The contractor shall coordinate through the NRC Project Officer to ensure proper delivery of packing boxes (supplied by the government) including uncabling and recabling of microcomputers, attached printers and monitors and other NRC contract movements of equipment to ensure minimum downtime of equipment and safeguarding of NRC documents.

#### C. . Telecommunications Services

The text processing tasks of this contract utilize a NOVELL Ethernet LAN. The contractor shall be responsible for providing internal communications wiring and connectivity.

The government will provide a high speed (56 Kbs) connection to the contractor site for use in communicating between the contractor site (via the Data General MV/10000) and the NUDOCS application (Data General MV/40000). The contractor shall be responsible for providing any additional wiring and connectivity.

The contractor shall provide telephone and dial-up modem connection to the public switch network for contractor employees at the contractor site.

The contractor shall provide all telephone and hardwired connections, modems and telecommunications hardware and software

for use at the contractor facility. Telecommunications hardware and software purchased by the contractor using Government funds (or reimbursed Government funds) shall be returned to the Government when no longer needed to perform under the contract or at the contract termination.

#### C.S.6. Move Plan

The contractor shall provide a plan for relocating the NUDOCS Facility to contractor provided space. At a minimum the plan shall include the following. The plan will be due August 2, 1993.

- Anticipated cost

- Proposed Schedule of Building Paration and Move Activities

- Technical Approach

- Site Location and Facility Layout

- Anticipated problems and alternatives to overcome these

- Alternatives to cope with service disruption

#### C.8.7. Moving

The contractor shall be responsible for providing all personnel and equipment necessary to relocate the NUDOCS Facility after receiving approval from the NRC Contracting Officer and the NRC Project Officer. The services may be provided by the contractor personnel or may be subcontracted.

(End of Clause)

[End of Clause]

### C. 9 TRAVEL APPROVALS (MAR 1987)

- a. All domestic travel requires the prior approval of the Project Officer.
- b. All foreign travel must be approved in advance by the NRC on NRC Form 445 and shall be in compliance with 52.247-63, Preference For U.S. Flag Air Carriers. Such approval will be communicated in writing through the Contracting Officer.

#### SECTION D - PACKAGING AND MARKING

#### D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

#### SECTION F - DELIVERIES OR PERFORMANCE

## F.1 PREPARATION OF TECHNICAL REPORTS (JUN 1991)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached NRC Handbook 3.8. NRC Handbook 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See Section J for List of Attachments).

#### [End of Clause]

## F.2 TECHNICAL PROGRESS REPORT (OMB CLEARANCE NUMBER 3150-0112) (JUN 1988)

The Contractor shall provide a monthly Technical Progress Report to the Project Officer and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

- a. A listing of the efforts completed during the period; milestones reached or, if missed, an explanation provided;
- b. Any problems or delays encountered or anticipated and recommendations for resolution; (if the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the Contractor shall submit a separate letter to the Contracting Officer identifying the required change and estimated cost impact).
  - c. A summary of progress to date; and
  - d. Plans for the next reporting period.

### [End of Clause]

## F.3 FINANCIAL STATUS REPORT (OMB CLEARANCE NUMBER 3150-0112) (JUN 1988)

The Contractor shall provide a monthly Financial Status Report to the Project Officer and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

1) Total Estimated Contract Amount.

2) Total Funds Obligated to Date.

3) Total Costs Incurred This Reporting Period.

4) Total Costs Incurred to Date.

5) Provide a detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.

6) Balance of Obligations Remaining.

7) Balance of Funds Required to Complete Contract/Task Order.

8) CSP Status:

- (a) Project Percentage (%) of Completion cumulative through the report period for the Project/Task Order as reflected in the current CSP.
- (b) Indicate if there has been a significant change in the original Contractor Spending Plan (CSP) projection in either dollars or percentage of completion. Identify what the change is, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to this item 8.
- 9) A revised CSP is required with the Financial Status Report whenever the Contractor or the Contracting Officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.

If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as backup to the official request for funding required in accordance with the Limitation of Cost (LOC) clause, FAR 52.232-20, or the Limitation of Funds (LOF) clause, FAR 52.232-22.

[End of Clause]

## F. 4 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

(a) Project Officer (3 copies)

U.S. Nuclear Regulatory Commission
Office of Information Resources Management
One White Flint North Building
11555 Rockville Pike
Mail Stop 3D23
Rockville, Maryland 20555

(b) Contracting Officer (1 copy)

[End of Clause]

F.5 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE II (MAR 1987)

This contract shall commence on August 1, 1993 and will expire on July 31, 1995. The term of this contract may be extended at the option of the Covernment for an additional three years.

(End of Clause)

F.5 REPORTING REQUIREMENTS (SPECIAL)

The contractor shall maintain an accurate account of all expenditures, direct labor charges, direct labor hours per activity/task, other direct (non labor) charges, indirect costs, and all resources expended or projected. These records shall be maintained in a systematic manner that allows accurate prediction of future efforts and costs, and shall be available for NRC inspection without prior notice.

The contractor shall provide a Weekly Production Indicators Report to the NRC Project Officer and other NRC staff (see Attachment 3 Contract Deliverables) that gives a full accounting of document handling and processing statistics.

There shall be three priority levels of documents processed that are distributed via the Regulatory Information Distribution System (RIDS). The documents which fall into each category will be determined by the NRC NUDOCS Section.

The first level which constitutes approximately 40% of the documents distributed via the Regulatory Information Distribution System (RIDS) will be indexed at the NRC on-site bibliographic location. The second level, which constitutes approximately 20% of the RIDS distributed documents, will be processed on an expedited basis at the contractor facility, with normal turnaround time not to exceed two days. The third level, comprising the remaining 40% of RIDS distributed documents, will be processed at a lower priority at the contractor facility.

Weekly Production Indicators Report shall include but not be limited to:

number of standalone documents received in each of the priority processing categories;

number of unique documents (NUDOCS ANOs) produced in each of the priority processing categories;

number of micrographic items produced; pages and documents;

number of duplicate documents and duplicate enclosures received: -

listing of special ad hoc computer reports generated:
list of rejected documents and cause for rejection;
number of standalone documents abstracted;
number of standalone documents captured in full text;
number of pages captured in full text.

The contractor shall provide a Monthly Progress Report for each Task to the NRC Project Officer and other NRC staff (see Attachment 3 Contract Deliverables).

Monthly Progress Report shall include but not be limited to: identification of each task:

a summary of work performed during the reporting period for each task, including appropriate statistics:

a discussion of current problems, the proposed corrective action, and an analysis of impact on other parts of the system;

a discussion of project plans;

a prospective listing of project deliverables and their schedules; major activities, accomplishments, status and associated staff hours expended;

results of Quality Assurance sampling of data elements;

Hardware Problem and Maintenance Report;

list of calls placed to the Hot Line which includes the originator, subject and resolution of the call:

recommendations for cost efficiencies;

suggestions for information retrieval efficiencies;

total monthly production per activity (i.e.,

number of pages for Image processing (micrographics),

number of pages for Full Text processing,

number of Accession Numbers for Encoding,

number of Accession Numbers Abstracting).

total monthly Accession Numbers processed:

total monthly Accession Numbers processed in full text:
status of user suggestions received via electronic system:
documentation report program change log;
user statistics.

The contractor shall provide on a monthly basis and as part of the Monthly Progress Report, a section that includes the same information categories required in the Weekly Production Indicators Report summarized as a monthly snapshot.

#### NOTE:

Refer to Section J - Attachment 3, Contract Deliverables, Task 1, for deliverable due dates.

#### SECTION G - CONTRACT ADMINISTRATION DATA

- G.1 INDIRECT COST RATES (JUN 1988)
- a. Pending the establishment of final indirect rates which shall be negotiated on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs as follows: Overhead 33% Years 1 & 2/G & A 8.6% Year 1/8.35% Year 2/Subcontract Handling 2.5% Years 1 & 2
- b. The Contracting Officer may adjust the above rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the Contractor. It is the Contractor's responsibility to notify the Contracting Officer in accordance with 52.232-20 Limitation of Cost or 52.232-22 Limitation of Funds, as applicable, if such change(s) affect(s) performance of work within the established cost or funding limitations.

  [End of Clause]
- G.2 PROJECT OFFICER AUTHORITY (JUN 1988)
  - (a) The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: James Blanton

Address: U.S. Nuclear Regulatory Commission
Office of Information Resources Management
11555 Rockville Pike
Mail Stop P 137
Rockville, Maryland 20555

Telephone Number: (301) 504-3801

- (b) Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer. The term "Technic Direction" is defined to include the following:
- (1) Technical direction to the Contractor which shifts work emphasis between areas of work or tasks, fills in details or otherwise serves to accomplish the contractual statement of work.
- (2) Provide advice and quidance to the Contractor in the preparation of drawings, specifications or technical portions of the work description.
- (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

- (c) Technical direction must be within the general statement of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:
- (1) Constitutes an assignment of additional work outside the general scope of the contract.
- (2) Constitutes a change as defined in the "Changes" clause of this contract.
- (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- (4) Changes any of the expressed terms, conditions or specifications of the contract.
- (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever
- (d) All technical directions shall be issued in writing by the Project Officer or shall be confirmed by such person in writing within ten (10) working days after verbal issuance. A copy of said written direction shall be furnished to the Contracting Officer.
- (e) The Contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this clause and within such person's authority under the provisions of this clause.
- (f) If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in c above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause.
- (g) Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the Contractor's performance and may even result in the Contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to 52.233-1 Disputes.

- (i) In addition to providing technical direction as defined above, the Project Officer is responsible for:
- (1) Monitoring the Contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements.
- (2) Assisting the Contractor in the esolution of technical problems encountered during performance.
- (3) Reviewing all costs requested for reimbursement by the Contractor and submitting to the Contracting Officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

#### [End of Clause]

#### G.3 TRAVEL REIMBURSEMENT (JUN 1988) ALTERNATE I (JUN 1988)

- a. The Contractor is encouraged to use Government contract airlines, AMTRAK rail service, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The Contracting Officer will, upon request, provide each additional traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FID) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.
- b. The Contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined by the Federal Travel Regulations that are in effect on the date of the trip. These Regulations specify the daily maximum per diem rates for specific localities within the Conterminous United States (CONUS), the standard CONUS rate, the allowance for meals and incidental expenses (M&IE), the cost of travel by privately owned automobile, and the items which require receipts. A copy of the Regulations may be obtained from the Superintendent of Documents, Government Printing Office, Washington, DC 20402.
- c. When the Government changes the Federal Travel Regulations, it is the responsibility of the Contractor to notify the Contracting Officer in accordance with the Limitation of Cost clause of this contract if the Contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.
- d. The rates for foreign travel are established by the U.S. Department of State and are listed in a publication entitled "Maximum Travel Per Diem Allowances For Foreign Areas". Copies of this publication may be obtained from the U.S. Government Printing

Office, Washington, D.C. 20402.

#### SECTION H - SPECIAL CONTRACT REQUIREMENTS

#### H.1 KEY PERSONNEL (JUN 1988)

a. The following individuals are considered to be essential to the successful performance of the work hereunder:

See List of Key Personnel in Section J

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs b and c hereof.

- b. If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.
- c. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They contain a complete resume for the proposed substitute, and other information requested by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing.
  - d. If the Contracting Officer determines that:
- (1) Suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming; or
- (2) That the resultant reduction of effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. If the Contracting Officer finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

#### SAFETY, HEALTH, AND FIRE PROTECTION (MAR 1987)

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the Cor'ractor fails to comply with these regulations or requirements, th. Contracting Officer, may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

#### [End of Clause]

#### H. 3 DISSEMINATION OF CONTRACT INFORMATION (JUN 1991)

The Contractor shall comply with the requirements of the attached NRC Handbook 3.8 and, if applicable, NRC Manual Chapter 3206 (See Section J for List of Attachments) regarding publications or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

#### [End of Clause]

### PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUN 1988)

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished to the Contractor in the performance of this contract shall be used only in connection with the work under this contract.

## [End of Clause]

### H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JUNE 1988)

a. The NRC will provide the contractor with the following items for use under this contract: ALL EQUIPMENT/SUPPLIES, with the exception of

a vehicle, to be used for courier requirments.

b. Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the Contractor.

#### H. 6 ENGINEERING CHANGES (ADP REQUIREMENTS) (JUN 1988)

- (a) After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed to save money, to improve performance, to save energy, or to satisfy increased data processing requirements. However, if proposed changes relating to improved performance are necessary to meet increased data processing requirements of the user, those requirements shall not exceed the contract requirements by more than 25 percent. If the proposed changes are acceptable to both parties, the Contractor shall submit a price change proposal to the Government for evaluation within 30 days of such acceptance. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.
- (b) As a minimum, the following information shall be submitted by the Contractor with each proposal:
- A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
- (2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
- (3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
- (4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation; and
- (5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract, also, any effect on the contract completion time or delivery schedule shall be identified.
- (c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of this contract.
- (d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the

Section H

Contractor written notice thereof. Inis written notice may be given by issuance of a modification to this contract. The Contractor shall remain obligated to perform in accordance with the terms of the existing contract.

- (e) If an engineering change proposal submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the "Changes" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.
- (f) The Contractor is requested to identify specifically any information contained in the engineering change proposal which it prefers not be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. The Contractor is advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

#### [End of Clause]

## H.7 GLOSSARY OF ADP TERMS (JUN 1988)

The definitions and explanations set forth in this glossary are an integral part of the terms and conditions of this contract.

- a. Data Processing Equipment System and/or Subsystem. The complement of individual machines and operating software furnished by the Contractor and acquired to operate as an integrated group.
- b. Equipment. An all inclusive term which refers either to an individual machine or to the total complement of machines required to operate as an integrated group.
- c. Equipment and/or Operating Software Failure. A malfunction in the contractor-supplied equipment and/or operating software, excluding all external factors, which prevents the accomplishment of the job.
- d. Installation Date. The date by which the Contractor must have the ordered equipment ready for use by the Government.
- e. Machine. An individual unit, including features installed thereon, of a data processing system, or subsystem, identified by a type and/or model number, such as a central processing unit, additional memory module, a tape unit, a card reader, etc.
  - f. Mechanical Replacement. The replacement of one machine

for another occasioned by the mechanical condition of the equipment being replaced.

- g. Operating Software. Those routines that interface directly with hardware (including peripheral devices), the computer operations, applications and utility programs.
- h. Operational Use Time. The time during which equipment is in actual operation, exclusive of idle time, standby time, or maintenance time due to machine failure; not synonymous with "power-off" time.
- i. Preventive Maintenance. That maintenance performed by the Contractor which is designed to keep the equipment in proper operating condition. It is performed on a scheduled basis.
- j. Principal Period of Maintenance. Any 9 consecutive hours per day, including an official meal period not to exceed 1 hour per day, between the hours of  $\underline{\phantom{a}}$  30 and  $\underline{\phantom{a}}$ 4:30 , Monday through Friday, excluding holidays observed at the NRC installation.
- k. Extended Maintenance Period Option. Option to require maintenance service during any extension of the Principal Period of Maintenance at a fixed price for such period, regardless of the number of calls requested during such period.
- 1. Remedial Maintenance. That maintenance performed by the Contractor which results from Contractor supplied equipment or operating software failure. It is performed as required and is therefore on an unscheduled basis.
  - m. Total Monthly Charges.
- Rental. All monthly charges for the use (rental) of equipment and software and for maintenance thereof.
- (2) Maintenance of Government-owned. All monthly charges for the maintenance of equipment and software supplied under this contract.
- n. Alteration. An alteration is defined as any change to a machine which deviates from the physical, mechanical, or electrical machine design (including microcode), whether or not additional devices or parts are required.
- o. Attachment. An attachment is defined as the mechanical, electrical, or electronic interconnection of equipment manufactured by other than the original equipment manufacturer and connected to the machine or system.

#### H. 8 FIPS PUBS AND STANDARDS COMPLIANCE (MAR 1987)

In no case shall the Contractor or any subcontractor take any action or use any replacement parts that would result in equipment that is not in compliance with applicable FIPS PUBS and Standards (See Section J for List of Attachments) without written approval of the Contracting Officer.

[End of Clause]

#### H.9 ALTERNATIVE TECHNOLOGIES

In order to meet the growing needs of the Commission, it will be necessary for the contractor to become familiar with, evaluate, and provide alternative proposals related to state-of-the-art document processing procedures and techniques to increase both the efficiency and cost effectiveness of the document processing activities specified under this contract. Contractor proposals shall include alternatives for taking advantage of the latest document processing technology. The Office of Information Resources Management will review and evaluate contractor proposals to determine whether or not the proposed alternatives are sound and evaluate the application to the overall document management needs of the agency.

(End of Clause)

## H.10 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (NOV 1989)

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination Number attached to this contract in Section J.

(End of Clause)

#### H.11 SPECIAL BILLING REQUIREMENTS

In addition to the requirements contained in Article F.3, the following data shall be provided with the contractor's monthly invoice for costs incurred and invoiced:

 Staff (including subcontractors) labor hours and cost by task area and labor ategory;

Total monthly cost per task.

 Staff labor hours and dollars expended by task area, provided both cumulatively on a year-to-date basis and on a total contract basis each month;

4. All other expenditures for the month in which they were incurred, i.e. rent, travel, etc.;

5. All applicable overhead costs by task area each

month;

#### PART II - CONTRACT CLAUSES

#### SECTION 1 - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
E2 202-1	DEFINITIONS NOT TO REMEET	SEP 1991
52.202 1	OFFICIALS NOT TO BENEFIT	APR 1984
£ 2 20 2 = 2	CPATILITY	APR 1984
E2 202-E	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1-78
52.203-12	LIMITATION ON PAYMENTS TO	JAN 1990
02.203-16	INFLUENCE CERTAIN FEDERAL	
	TRANSACTIONS	
E2 200-6	PROTECTING THE GOVERNMENT'S	NOV 1992
52,209-0	INTEREST WHEN SUBCONTRACTING WITH	
	CONTRACTORS DEBARRED, SUSPENDED.	
	OR PROPOSED FOR DEBARMENT	
52.215-1	OR PROPOSED FOR DEBARMENT EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	FEB 1993
52,210-1	COMPTROLLER GENERAL	
52.215-2	AUDIT - NEGOTIATION	FEB 1993
52.215-22		JAN 1991
52.215-22	COST OF PRICING DATA	
52.215-24		DEC 1991
52.215-24	PRICING DATA	
52.215-26	INTEGRITY OF UNIT PRICES	APR 1991
52.215-27	TERMINATION OF DEFINED BENEFIT	SEP 1989
52.215-27	PENSION PLANS	
52.215-31	WAIVER OF FACILITIES CAPITAL	SEP 1987
35.513.31	COST OF MONEY	
52 215-33	ORDER OF PRECEDENCE REVERSION OR ADJUSTMENT OF PLANS	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS	JUL 1991
20.012	FOR POSTRETIREMENT BENEFITS OTHER	
	THAN PENSIONS (PRB)	
52 216-7	ALLOWABLE COST AND PAYMENT	JUL 1991
52.216-8	EIAEU EEE	APR 1984
52.219-8	UTILIZATION OF SMALL BUSINESS	FEB 1990
JE: 64	CONCERNS AND SMALL	
	DISADVANTAGED BUSINESS CONCERNS	
52.219-13		AUG 1986
201015 45	SMALL BUSINESSES	
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 1991
52.220-3	UTILIZATION OF LABOR SURPLUS	APR 1984
52.243-2	CHANGES - COST REIMBURSEMENT	APR 1984
52.245-2	ALTERIATE I	

	AREA CONCERNS	APR	1984
52.222-3	CONVICT LABOR		1984
52.222-26	EQUAL OPPORTUNITY EQUAL OPPORTUNITY PREAWARD		1984
52.222-28	EQUAL OPPORTUNITY PREAMARU	521.17	1004
	CLEARANCE OF SUBCONTRACTS	ADD	1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL	AFR	1304
	DISABLED AND VIETNAM		
	ERA VETERANS		1004
52.222-36	AFFIRMATIVE ACTION FOR	APR	1984
	HANDICAPPED WORKERS		
52.222-37	EMPLOYMENT REPORTS ON SPECIAL	JAN	1988
	DISABLED VETERANS AND VETERANS		
	OF THE VIETNAM ERA		
52.223-2	CLEAN AIR AND WATER	APR	
52.223-6	DRUG-FREE WORKPLACE		1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN	MAY	1992
26.662 11	DURCHASES		
52.227-1	AUTHORIZATION AND CONSENT	APR	
52.228-7	INSURANCE - LIABILITY TO THIRD.	APR	1984
56.660-7	PERSONS		
FA 222 17	INTEREST	JAN	1991
52.232-17	LIMITATION OF FUNDS	APR	1984
52.232-22	ASSIGNMENT OF CLAIMS	JAN	1986
52.232-23	PROMPT PAYMENT	SEP	1992
52.232-25	ELECTRONIC FUNDS TRANSFER		1989
52.232-28	PAYMENT METHODS		
		DEC	1991
52.233-1	DISPUTES ANAPP	AUG	1989
52.233-3	PROTEST AFTER AWARD	7,00	1,00
	Alternate I (JUN 1985) NOTICE OF INTENT TO DISALLOW COSTS	APR	1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS		1991
52.242-13	BANKRUPTCY (COST DEIMPURSEMENT		1985
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT	JUL	1303
	AND LETTER CONTRACTS)	ADD	1984
52.244-5	COMPETITION IN SUBCONTRACTING		1986
52.245-5	GOVERNMENT PROPERTY	UAN	1300
	(COST-REIMBURSEMENT,		
	TIME-AND-MATERIAL, OR		
	LABOR-HOUR CONTRACTS)	ADD	1984
52,246-24	LIMITATION OF LIABILITY	APK	1304
	- HIGH-VALUE ITEMS	MAN	1006
52.249-6	TERMINATION (COST-REIMBURSEMENT)		1986
52.249-14	EXCUSABLE DELAYS	APR	1984

## [End of Clause]

## 1.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

## CERTIFICATE OF PROCUREMENT INTEGRITY-MODIFICATION (NOV 1990)

- (1) I. [Name of certifier] \_\_\_\_\_\_\_, am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).
- (2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] \_\_\_\_\_\_ who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

hand namon if neressary and	sible violations: (Continue on plain d label Certificate of Procurement ontinuation Sheet), ENTER "NONE" IF NONE
[Signature of the officer modification proposal and	or employee responsib . for the date]

[Typed name of the officer or employee responsible for the modification proposal]

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

AN AGENCY OF THE UNITED STATES AND THE MAKING UP A FALSE.
FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER
SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION
1001.

#### (End of Certification)

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be in executing this modification.

- 1.3 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)
  - (a) The Government, at its election, may reduce the price of a fixed-price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee specified in the particular contract modification at the time of execution, except as provided in subparagraph (b)(5) of this clause.
  - (b) The price or fee reduction referred to in paragraph (a) of this clause shall be--
  - For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
  - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding

any minimum fee or "fee floor" specified in the contract;

- (3) For cost-plus-award-fee contracts--
- (i) The base fee established in the contract at the time of contract award:
- (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
  - (4) For fixed-price-incentive contracts, the Government may--
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
- (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

- 1.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)
  - (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
  - (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
  - (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

[End of Clause]

I.5 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements and advance payments. delegates to the U.S. Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the U.S. Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
- (f) To notify the U.S. Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to

relinquish ownership or control of the concern.

[End of Clause]

#### 1.5 52.219-17 SECTION 8(A) AWARD (FEB 1990)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act. as amended (15 U.S.C. 637(a)).
- (2) Except for rovation agreements and advance payments, delegates to the U.S. Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
- (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
- (4) To notify the U.S. Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

[End of Clause]

I.7 DELETED

#### 1.8 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for

contract completion and snall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

- 1.9 201-39.5202-5 PRIVACY OR SECURITY SAFEGUARDS (OCT 1990 FIRMR)
  - (a) The details of any safeguards the contractor may design or develop under this contract are the property of the Government and shall not be published or disclosed in any manner without the contracting officer's express written consent.
  - (b) The details of any safeguards that may be revealed to the contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the contracting officer's express written consent.
  - (c) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.
  - (d) If new or unanticipated threats or hazards are discovered by either the Government or the contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party. Mutual agreement shall then be reached on changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness being made by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, and the Government shall not be liable for claims of loss or business, damage to reputation, or damages of any other kind arising from discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

## 1.10 201-39.5202-6 WARRANTY EXCLUSION AND LIMITATION OF DAMAGES (OCT 1990 FIRMR)

Except as expressly set forth in writing in this agreement and except for the implied warranty of merchantability, there are no warranties expressed or implied.

In no event will the Contractor be liable to the Government for consequential damages as defined in the Uniform Commercial Code, section 2-715, in effect in the District of Columbia as of January 1, 1973, i.e.—

Consequential damages resulting from the seller's breach include--

- (a) Any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and
- (b) Injury to person or property proximately resulting from any breach of warranty.

## 1.11 TRADE AGREEMENTS ACT (MAY 1991)

(a) This clause implements the Trade Agreements Act of 1979 (19 U.S.C. 2501-2582) by providing a preference for U.S. made end products. Esignated country end products, and Caribbean Basin country end products over other products.

"Caribbean Basin country end products," as used in this clause, means an article that: (1) is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply; provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such. The term excludes products that are excluded from duty free treatment from Caribbean countries under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of (i) textiles and apparel articles that are subject to textile agreements; (ii) footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preference under title V of the Trade Act of 1974; (iii) tuna, prepared or preserved in any manner in airtight containers; (iv) petroleum, or any product derived from petroleum; and (v) watches and watch parts (including cases, bracelets and straps) of whatever type including, but not limited to,

mechanical, quartz digital or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Tariff Schedule of the United States (TSUS) column 2 rates of duty apply.

"Designated country end product." as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of the designated country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

"End products." as used in this clause, means those articles, materials, and supplies to be acquired under this contract for public use.

"U.S. made end product," as used in this clause, means an article which (1) is wholly the growth, product, or manufacture of the United States, or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed.

"Nondesignated country end products," as used in this clause, means any end product which is not a U.S. made end product or designated country end product.

"United States." as used in this clause, means the United States, its possessions, Puerto Rico, and any other place which is subject to its jurisdiction, but does not include leased bases or trust territories.

- (b) The Contractor agrees to deliver under this contract only U.S. made end products, designated country end products, Caribbean Basin country end product, or, if a national interest waiver is granted under section 302 of the Trade Agreements Act of 1979, nondesignated country end products. Only if such waiver is granted may a nondesignated country end product be delivered under this contract(s).
- (c) Offers will be evaluated in accordance with the policies and procedures of part 25 of the FAR except that offers of U.S. made end products shall be evaluated without the restrictions of the Buy American Act or the Balance of Payments Program.

# PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS SECTION J - LIST OF ATTACHMENTS

#### J.1 ATTACHMENTS (MAR 1987)

Attachment	Number	Title
	1.	Bibliographic Data Record Fields
	2.	Glossary of Key Terms and Abbreviations
	3.	Contract Deliverables
	4.	Billing Instructions
	5.	Contractor Spending Plan (CSP) with Instructions
	6.	Wage Determination
	7.	Government Furnished Equipment List
	8.	Maintenance Agreements List
	9.	NRC Handbook 3.8
	10.	Key Personnel List

# J.2 FIPS-PUBS AND FED-STDS CHECKLIST (APR 1992)

Standard Applies	Standard Does Not Apply	Standard Applies. But Waive	d Standards Titles
	X		FIPS IUB 1-2, Code for Information Interchange, Its Representations, Subsets, and Extensions
	X.		FIPS PUB 2-1, Perforated Tape Code for Information Interchange
	Χ.,		FIPS PUB 3-1, Recorded Magnetic Tape Information Interchange (800 CPI, NRZI)
X X			FIPS PUB 4-1, Calendar Date FIPS PUB 5-2, Codes for the Identification of the States, District of Columbia, and the Outlying Areas of the United States, and Associated Areas
Χ.,			FIPS PUB 6-4, Counties and County Equivalents of the States of the United States and District of Columbia
and the			FIPS PUB 8-5, Metropolitan Statistical Areas
	X		FIPS PUB 9-1, Congressional Districts of the United States
	. Х.		FIPS PUB 10-3, Countries, Dependencies and areas of Special Sovereignty
nicke.	X	hair i	FIPS PUB 13, Rectangular Holes in Twelve-row Punched Cards
	. X		FIPS PUB 14-1, Hollerith Punched Card Code
Parks.	X		FIPS PUB 16-1, Bit Sequencing of the Code for Information Interchange in Serial-by-Bit Data
****	. Х.	****	Transmission FIPS PUB 17-1, Character Structure and Character Parity Sense for Serial-by-Bit Data Communication in the Code for Information Interchange
4 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	X		FIPS PUB 21-3, COBOL FIPS PUB 22-1, Synchronous Signaling Rates Between Data Terminal and Data Communication Equipment

Standard Applies	Standard Does Not Apply	Standard Applies, But Waived	Standards Titles
	X		FIPS PUB 26. One Inch Wide Perforated Paper Tape for Information Interchange
	Х.,		FIPS PUB 27. Take-up Reels for One-Inch Perforated Tape for Information Interchange
	X		IPS PUB 30, Software Summary for Describing Computer Programs and Automated Data Systems
	X	,	IPS PUB 32-1, Character Sets for Optical Character Recognition (OCR)
	x	Julia E	IPS PUB 33-1. Character Set for Handprinting
	128-01		IPS PUB 46-1, Data Encryption Standard (DES)
	У	F. S. F.	IPS PUB 53. Transmittal Form for Describing Computer Magnetic Tape
	X	F	File Properties IPS PUB 54-1, Computer Output Microform (COM) Formats and Reduction Ratios, 16 mm and
	X		105 mm  IPS PUB 58-1, Representations of Local Time of the Day for IPS PUB 59, Representations of Universal Time, Local Time Differentials and United States Time Zone References
12.24 12.24 14.44 14.44	. X		for Information Interchange FIPS PUB 66, Standard Industrial Classification (SIC) Codes FIPS PUB 68-2, BASIC FIPS PUB 69-1, FORTRAN FIPS PUB 70-1, Representation of Geographic Point Locations for
	X		Information Interchange FIPS PUB 71, Advanced Data Communications Control Procedures (ADCCP)
walking .	X		FIPS PUB 79, Magnetic Tape Labels and File Structure for
****	.1%	× + 4 × *	Information Interchange FIPS PUB 81, Data Encryption Standard (DES) Modes of Operation
See Alberta	<b>X</b>	a a a XII.	FIPS PUB 84, Microfilm Readers Information Interchange

Standard Applies	Standard Does Not Apply	Standard Applies, But Waived	Standards Titles
	Whh. A	240 11011	
	X .		FIPS PUB 85. Optical Character Recognition (OCR) Inks
	<b>X</b> .		FIPS PUB 86, Additional Controls F - Use With American National Standard Code for Information
	X		Interchange FIPS PUB 89, Optical Character Recognition (OCR) Character Positioning
. X			FIPS PUB 95, Code for the Identification of Federal and
	X	Taran F	Federally-Assisted Organizations FIPS PUB 100-1. Interface between Data Terminal Equipment (DTE) and Data Circuit-Terminating Equipment (DCE) for Operation
	X		with Packet-Switched Data FIPS PUB 103. Codes for the Identification of Hydrologic Units in the United States
	X		and the Caribbean Outlying Areas FIPS PUB 104-1, American National Standard Codes for the Representation of Names of
	X-		Countries, Dependencies, and Areas of Special Sovereignty for Information Interchange FIPS PUB 107, Local Area Networks: Baseband Carrier Sense Multiple Access with Collision Detection Access Method and Physical Layer Specifications and Link
*****	X.	x + exet	Layer Protocol FIPS PUB 108, Alphanumeric Computer Output Microform Quality Test Slide
*****	X		FIPS PUB 109, PASCAL FIPS PUB 111, Storage Module Interfaces (with Extensions
	X		for Enhanced Storage Module Interfaces) FIPS PUB 112, Password Usage
*****	X	****	FIPS PUB 113, Computer Data Authentication

Standard Applies	Standard Does Not Apply	Applies, But Waive	d Standards Titles
	X	ALXIV	FIPS PUB 119, Ada FIPS PUB 120-1, Graphical Kernel System (GKS)
	Х	*****	FIPS PUB 121, Videotex/Teletext Presentation Level Protocol Syntax (North America PLPS)
	X		FIPS PUB 123. Specification for a Data Descriptive File for
	X	Paranta II	Information Interchange (DDF) FIPS PUB 125, MUMPS Programming Language
	X		FIPS PUB 126, Database Language NDL FIPS PUB 127-1, Database Language SQL
	. X		FIPS PUB 128, Computer Graphics Metafile (CGM)
Carlon, T	X		FIPS PUB 129, Optical Character Recognition (OCR) Dot Matrix character sets for OCR-MA
	X	****	FIPS PUB 133, Coding and Modulation Requirements for Non-Diversity 2400 Bit per/Second Modems
	, X		FIPS PUB 134-1, Coding and Modulation Requirements for 4800 Bits/Second Modems
	X	100	FIPS PUB 135, Coding and Modulation Requirements for Duplex 9600 Bits/Second Modems
	X		FIPS PUB 136, Coding and Modulation Requirements for Duplex 600 and 1200 Bits/Second Modems
	. X		FIPS PUB 137, Analog to Digital Conversion of Voice by 2400 Bits/Second Linear
	. X		Predictive Coding FIPS PUB 138, Electrical Characteristics of Balanced Voltage Digital
****	. X	Harr	Interface Circuits FIPS PUB 139, Interoperability and Security Requirements for Use of the Data Encryption Standard in the Physical
	. X	****	Layer of Data Communications FIPS PUB 140, General Security Requirements for Equipment Using the Data Encryption Standard

Standard Applies	Standard Does Not Apply	Standard Applies. But Waived	Standards Titles
			IPS PUB 141, Interoperability and Security Requirements
			for Use of the Data Encryption Standard with CCITT Group 3 Facsimile Equipment
	. X		FIPS PUB 142, Electrical Characteristics of Unbalanced Voltage Digital Interface
	. X		Circuits FIPS PUB 143, General Purpose 37-Position and 9-Position
			Interface Between Data Terminal Equipment and Data Circuit-Terminating Equipment
	Χ,		Systems and Service-user Oriented Performance Parameters
	. X	, en e	IPS PUB 146-1, GOSIP: Government Open System Interconnection Profile
	. X	F	TIPS PUB 147, Group 3 Facsimile Apparatus for Document Transmission
Name :	Х	and F	FIPS PUB 148, Procedures for Document Facsimile Transmission
	Χ.,,		Group 4 Facsimile Apparatus
ox v.kv	, X ,		IPS PUB 150, Facsimile Coding Schemes and Coding Control Functions for Group 4 Facsimile
	. X		Apparatus FIPS PUB 151-1, POSIX: Portable Operating Systems Interface for Computer Environments
- e-eke	. Х		FIPS PUB 152, Standard Generalized Markup Language (SGML)
	X		FIPS PUB 153, Programmer's Hierarchial Interactive Graphics System (PHIGS)
	· X · · ·		FIPS PUB 154, High Speed 25-position for Data Terminal Equipment and
	X		Data Circuit-terminating Equipment FIPS PUB 155, Data CommunicationS Systems and Services User-oriented Performance
			Measurement Methods

Standard Applies	Standard Does Not Apply	Applies. But Waive	d Standards Titles
	Χ		FIPS PUB 156, Information Resource Dictionary System (IRDS)
	. X		for 62.5 uM Core Diameter/125 uM Cladding Diameter Class Ia Multimode, Graded-Index Optical
			Waveguide Fibers .
	. X	4.4444	FIPS PUB 160, C
	X		FIPS PUB 161, Electronic Data Interchange (EDI)
FE	DERAL TELEC	COMMUNICATI	IONS STANDARDS (FED-STD)
	X		FED-STD 1002A, Time and Frequency
100		Name of the last	Reference Information in
			Telecommunication Systems
	χ		FIPS PUB 1016. Telecommunications:
			Analog to Digital Conversion of Radio Voice by 4,800 Bit/Second Code Excited Linear Prediction (CELP)
	Χ		FIPS PUB 1023, Telecommunications:
	•		Interoperability Requirements for Encrypted Digitized Voice Utilized with 25 KHz Channel FM Radios Operating Above 30 MHZ
	^	Nac a s	FED-STD 1035A, Telecommunications:
	Χ		Coding Modulations and Transmission Requirements for Single Channel Medium and High Frequency Radio Telegraph Systems Used In Government Maritime Mobile Telecommunications FIPS PUB 1037B, Telecommunications: Glossary of Telecommunications Terms

[End of Provision]

#### Attachment 1

24X FILMED CODE The 24X Filmed Code field contains a code that identifies whether or not a document was filmed on 24X individual fiche. This field is not searchable.

ACCESSION NUMBER (ANO): The Accession Number field contains a unique computer-generated ten-digit number assigned to each document. The first six digits of the number represent the date of the document record. The last four digits represent the sequential order in which the document records were entered into the database.

AUTHOR AFFILIATION: The Author Affiliation field contains a code that identifies the organization represented by the author of the document.

AUTHOR NAME: The Author Name field contains the name of the person(s) who have signed, or are listed as an author of a document.

AVAILABILITY: The Availability field contains a code that indicates whether or not a document is publicly available.

BACKFIT CODE: The Backfit Code field contains a single character code indicating whether or not the document was entered into the database as part of a historical collection of documents (the process of "backfitting" documents into the database).

DISTRIBUTION DATE: The Distribution Date field contains the date that the document was distributed based on the associated RIDS Code.

DESCRIPTION: The Description field contains a brief summary of the document, or in the case of a formal report, the report title.

DOCKET NUMBER: The Docket Number field contains an NRC-assigned number that uniquely identifies a facility, licensee, or activity based upon the associated section of the 10 CFR.

DOCUMENT TYPE CODE: The Document Type Code field contains a three-level hierarchical code that describes the format of the document (i.e. internally generated letter, externally generated letter, internally generated memorandum, etc.).

DOMAIN CODE: The Domain Code field contains a code that narrows the scope of a search to a subset of documents within the document database.

## FILE LOCATION/LEVEL FIELDS

FILE CENTER: The File Center field is the first field of the four-field File Location/Level and contains the code that indicates the office where the hard copy of a document is filed.

FILE LEVEL 1: File Level 1 is the second field in the four-field File Level and contains a code that indicates the broadest filing category within the file center where the gocument is located.

FILE LEVEL 2: File Level 2 is the third field in the four-field File Level and contains a code that indicates more specifically where the hard copy document is filed.

FILE LEVEL 3: File Level 3 is the fourth field in the four-field File Level and contains the most specific information regarding a document's hard copy filing location.

FILE PACKAGE NUMBER: The File Package Number field contains a number that represents the package with which the document was received and the location of the document within the package.

ISSUE DATE: The Issue Date field contains the date assigned to a document by the author or authoring organization.

MICROFICHE ADDRESS The numbers that identify a document's location on 48X microfiche. These numbers include the microfiche and frame numbers.

OFFICE/TASK NUMBER: The Office/Task Number field contains record numbers assigned by various NRC offices to identify documents associated with specific tasks.

NUMBER OF PAGES: The Number of Pages field contains the number of pages in the document.

RECIPIENT AFFILIATION: The Recipient Affiliation field contains a three-level hierarchical code that identifies the organization to which the document was addressed.

RECIPIENT NAME: The Recipient Name field contains the name of the person(s) to whom the document is addressed.

REFERENCE NUMBER: The Reference Number field contains various document identification numbers that were previously captured in the NUDOCS Document Identification Number (DIN), Other Document Identification Number (ODID), Contract Number (CN), and Formal Report Number (FRN) data fields.

REFERENCE NUMBER CATEGORY: The Reference Number Category contains a code that indicates the specific type of reference number identified in the associated Reference Number field, such as a license number, a formal report number, or a contract number.

RELATED DATE: The Related Date field contains a date of significant import noted on the document other than its issue date.

RELATED DATE CATEGORY: The Related Date Category contains a code that indicates the specific type of related date identified in the Related Date field.

RIDS CODE: The RIDS (Regulatory Information Distribution System) Code field contains a code that identifies the proper hard copy distribution of documents.

SPECIAL CODE: The Special Code field contains a code that indicates whether a document is proprietary, notarized, or legal-related correspondence.

TEXT FORMAT: The Text Format field contains a code that indicates whether a text file is available in NUDOCS in addition to the document record (Default values = \*, TXT = full text or ABS = Abstract).

TITLE: The Title field contains the subject or reference line on a letter or memorandum, or the specific title on a formal report.

TRANSACTION DATE: The Transaction or Index Date field contains a date that indicates when the NUDOCS document record was created or, in the case of a publicly available document, the date the record became available to the public.

#### Attachment 2

## GLOSSARY OF KEY TERMS AND ABBREVIATIONS

Accession Number (ANO): A unique computer-generated ten-digit number assigned to each document. The first six digits of the number represent the date of the document record. The last four digits represent the sequential order in which the document records were entered into the database. Each ANO identifies a unique document record.

Database: The sum of all information related to a category or topic. NUDOCS contains a document database, docket database, and distribution database. The document database contains records for NRC documentation.

Data Record: A group of data elements that is stored in the database and uniquely identifies a document.

Document: A letter, memo, report, transcript, drawing or bulletin generated or received by the NRC.

Document Package: A document package may consist of a single document or a document with multiple standalone enclosures. The average document package currently contains 1.94 documents. In the NUDOCS database, an attachment or enclosure to a letter is given a data record if it can ben separately identified. It is linked to the referencing letter by the file package data field.

Document Record: An NRC internal or incoming standalone document which is assigned an accession number (ANO) representing the date and sequential order of the document record as entered into the database.

Regulatory Information Distribution System (RIDS): The RIDS program manages the priority processing and distribution of documents of immediate interest to designated NRC staff. NUDOCS produces a distribution sheet which identifies the NRC recipients of that document.

# Attachment 3 Contract Deliverables

## Project Management

eliverable	Format/Copies	Frequency	Deliver To
Ex Inventory List	4	Semiannually, or at the Direction of Project Officer (June 30th of each year)	APO-CO-DMB- PO
ac''ity Security Plan	4	Ninety Days (90) After Contract Start Date	СО-РО
onthly Progress Report		November 1, 1993	
minly Progress Report	5	Monthly 15th of each month DISS-D	APO-DCD- MB-PO
UDOCS Operations Manual	2	Semiannually	со-ро
		(June 30th of each year)	
ontingency Plans	2	Ninety Days (90) After Contract Start Date	CO-PO
		November 1, 1993	
eekly Production Indicators Repor	rt 5	Weekly	APO-DCD-
		On each Wednesday DISS	-DMB-PO
ve Plan	3	August 2, 1993	C0-P0

Project Officer

<sup>&#</sup>x27;O - NRC Contract Officer

<sup>)</sup>CD - Document Control Desk (NRC)

ilss - Director, Division of Information Support Services (NRC) MB - Chief, Document Management Branch (NRC)

<sup>0 -</sup> NRC Project Officer

#### 2

### Contract Deliverables - IASK

# Document Encoding/Data Entry (continued)

a Managhla		Framiency	Deliver To
Monthly PDR Alpha Tables Tape	Format/Copies Magnetic Tape 1	Frequency Monthly	PO
Weekly LPDR Accession List	Printout 1	Weekly	LPDR/DFIPS

\* roduction of an Average of 1,000 new daily records.

ASLBP - Atomic Safety Licensing Board Panel (NRC)

DMB - Document Management Branch

GPO - Government Printing Office

INPO - Institute for Nuclear Power Operations

IRMB - Information Records Management Branch (NRC)

LPDR - Local Public Document Room Branch (NRC)

PDR - Public Document Room (NRC)

SECY - Office of the Secretary

# Image Processing (Microform)

# 48X Microfiche Distribution - Headquarters

	ROOM	#SETS PDR	#SETS CF & PROP	DELIVERY FREQUENCY	NRC DISTR & MAINT
BUILDING	ROOM				
EW/W	429	1	1	SEMI-WKL	
FORD (Active Files)	1400	2	2	DAILY	
	1400	1	1	DAILY	
	1400	1	1	DAILY	
FORD (Partial File)	LOBBY	4		DAILY	X
L	3713		1	SEMI-WKLY	
INBE	4710	- 1	1	SEMI-WKLY	
INBB				SEMI-WKLY	
INBE	7206A		1	SEMI-WKLY	
INBB	9102			SEMI-WKLY	
NL/S	018			DAILY	X
WEN	P1-122		*	DAILY	
WEN	P1-37	1		The same of the sa	
WEN	3-C-20	1	3.0	DAILY	
OWEN	4-G-17	1	1	DAILY	
	5-F-20	1	1	DAILY	
OWEN	6-C-12	1	1	DAILY	
WEN	7-C-24	1	1	DAILY	
OWEN			1	DAILY	
OWEN	8-C-8		1	DAILY	
WEN	9-C-8	÷	1	DAILY	
OWEN	10-C-12	1	1	DAILY	
OWEN	11-C-18	1	- 1 · 1 · 2	DAILY	
OWEN	12-C-12	+		DAILY	
OWEN	13-C-12	1			
OWEN	14-C-18A	1 1	4	DAILY	
OWEN	15-B-22	1	1	DAILY	
	16-C-10	1	1	DAILY	
OWFN	P-319	1	1	SEMI-WKLY	
PHIL	P-360	1		SEMI-WKLY	
PHIL	P-389	1	1	SEMI-WKLY	
PHIL		2	2	DAILY	
* NUDOCS RESERVE FILE	5	**	-		

NOTE: NUDOCS Contractor distributes all microfiche and maintains all tub files except where indicated under NRC DISTR and Maint

EW/W - Erst West/West Towers Building, 4350 East West Highway, Bethesda, Maryland 20814

FORD - Ford Building, 7101 Wisconsin Avenue, Bethesda, Maryland 20814

LL - Gelman Building, 2120 L Street. N.W., Washington DC 20555 MNBB - Maryland National Bank Building, 7735 Old Georgetown Road,

Bethesda, Marvland 20814

NL/S - Nicholson Lane Building/South, 5640 Nicholson lane, kockville,

OWFN - One White Flint North, 11555 Rockville Pike, Rockville, Maryland

PHIL - Phillips Building, 7920 Norfolk Avenue, Bethesda, Maryland 20814

# Contract Deliverables - TASK 3

# Image Processing (Microform)

48X Microfiche Distribution - Regional Offices, TMI SITE, TTC, URFO

OFFICE	#SETS PDR	#SETS CF & PROP	DELIVERY FREQUENCY	NRC DISTR & MAINT	
REGION I	2	2	SEMI-WKLY	Х	
REGION II	2	2	SEMI-WKLY	Х	
REGION III	1	1	SEMI-WKLY	Х	
REGION IV	1	1	SEMI-WKLY	х	
REGION V	1	1	SEMI-WKLY	Х	
TMI SITE	1	1	SEMI-WKLY	х	
TTC	1	-1	WEEKLY	X	
URFO	1	1	SEMI-WKLY	X	
TOTA	AL 10	10			

NOTE: NUDOCS Contractor distributes all microfiche and maintains all tub fi

REGION I - 475 Allendale Road, King of Prussia, Pennsylvania 19406

REGION II - 101 Marietta Street, Suite 2900, Atlanta, Georgia 30323

REGION III - 799 Roosevelt Road, Glen Ellyn, Illinois 60137

REGION IV - 611 Ryan Plaza Drive, Suite 1000, Arlington, Texas 76011

Region V - 1450 Maria Lane, Suite 210, Walnut Creek, California 94596

TMI SITE - Three Mile Island Site, P.O. Box 311, Middletown, Pennsylvania 17057

TTC - Technical Training Center, Osborne Office Center, Suite 200, 5700 Brainerd Road, Chattanooga, Tennessee 37411-4017

URFO - Uranium Recovery Field Office, 730 Simms Street, Suite 100, Golden, Colorado 80401

### Contract Deliverables - TASK 3

### Image Processing (Microform)

# 48X Microfiche Distribution - EXTERNAL ORGANIZATIONS

#SETS PDR	The second secon		
1	WEEKLY	х	
76	WEEKLY	Х	
1	BIWEEKLY		
	PDR  1  1  1  1	#SETS CF & DELIVER PROP FREQUENT   1 WEEKLY  1 WEEKLY  1 WEEKLY  1 WEEKLY  WEEKLY  WEEKLY	#SETS CF & DELIVERY DISTR & MAINT  1 WEEKLY X  1 WEEKLY X

TOTAL 81

NOTE: NUDOCS Contractor distributes all microfiche and maintains all tub files except where indicated under NRC DISTR and MAINT

BPNL - Battelle Pacific Northwest Laboratory, P.O. Box 999, Mail Stop K6- 40, Richland, Washington 99352

CNWRA - Center for Nuclear Waste Regulatory Analyses, Southwest Research Institute, 6220 Culebra Road, San Antonio, Texas 78284 (Division 20)

EG&G - Edgerton, Germeshausen and Grier, EG&G Idaho, Inc., P.O. Box 1626, Idaho Falls, Idaho 83415-2409

INPO - Institute for Nuclear Power Operations, 1100 Circle 75 Parkway, Suite 1500, Atlanta, Georgia 30339

LPDR - Local Public Document Rooms (various locations)

NTIS - National Technical Information Service, 5285 Port Royal Road, Springfield, Virginia 22161

# Image Processing (Microform)

## APERTURE CARD DISTRIBUTION

BUILDING	ROOM	#SETS PDR	#SETS CF & PROP	DELIVERY FREQUENCY	NRC DISTR & MAINT
FORD (NUDOCS File)	1400	1	1	DAILY	
FORD (Archival Set)	1400	1	1	DAILY	
FORD (RESERVE SET)	1400	1	1	DAILY	
LL	LOBBY	1*		DAILY	Х
NBB	9112	1	1	MONTHLY	
OWFN	P1-122	1*	1*	SEMI-WEEKLY	Х
	TOTAL	, 6	5		

Note: NUDOCS Contractor distributes all aperture cards and maintains aperture card tub files except where indicated under NRC DISTR and MAINT

FORD - Ford Building, 7101 Wisconsin Avenue, Bethesda, Maryland 20814

LL - Gelman Building, 2120 L Street. N.W., Washington DC 20555

MNBB - Maryland National Bank Building, 7735 Old Georgetown Road, Bethesda, Maryland 20814

OWFN - One White Flint North, 11555 Rockville Pike, Rockville, Maryland 20852

<sup>\*</sup> Sets delivered by NUDOCS Contractor courier to the Document Control Desk for distribution.

Contract Deliverables - TASK 7

Operational and User Support Services

Deliverable	Format/Copies	Frequency	Deliver To
ITS NEWS ARTICLE	DRAFT 1	Quarterly	NRC Project Officer
User Briefings and Workshops		Up to 160 hrs/yr	
	Session 1	Bi-Monthly	Public Users
	Session 1	As Requested	NRC Designated Users (Local)
	Session 1	Annually (As Requested)	NRC Designated Users (Regional Offices)
User Briefing/Workshop Training Program Materials	Up to 300 copies	As Requested	Designated NRC Public Trainees
Users Manual	Copies 2 Electronic (disk)	As Requested	NRC Project Officer
Ad Hoc Reports	Printout 1	As Requested	Requestor
Abstract Journal (NUREG-0304)	Magnetic Tape 1	Three (3) Quarterly, One (1) Cumulative Ann	NRC
Ti'le List Journal (NUREG-0540)	Magnetic Tape 1	Monthly	NRC

# BILLING INSTRUCTIONS FOR COST-REIMBURSEMENT TYPE CONTRACTS

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. A sample voucher/invoice is provided for your reference. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF the VOUCHER/INVOICE AS IMPROPER.

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission Division of Contracts and Property Management Contract Administration Branch, P-902 Washington, D.C. 20555

HAMD DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission One White Flint North 11555 Rockville Pike Mail Room Rockville, Maryland 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of SF 26 or Block 25 of SF 33, whichever is applicable.

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Form: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher for Purchase and Services Other than Personal" (see Enclosure 1). The sample form is provided for guidance only. The form is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. Additional copies of the form are available from the Contracting Officer. The instructions for preparation and itemization of the voucher/invoice are included with the sample form (see Enclosure 2).

Task Ordering Contracts: If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (p) of the attached instructions, together with appropriate supporting information (see Enclosure 3 for a sample of support information).

Fee Recovery Billings: Pursuant to the provisions of 10 CFR Parts 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in Enclosure 4. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

Each report will contain a docket number or other unique identifier. The NRC will provide a unique identifier for all work performed. Costs should be reported as whole number to the nearest cent. For work that involves more than one facility at the same site, each facility should be listed separately and the costs should be split appropriately between the facilities. Common costs, as defined below. shall be identified as a separate line item in the fee recovery billing report each month.

Common costs are those costs that are not licensee unique and associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carryout the program. Common costs include costs associated with the following: preparatory or startup efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge or guidance during the course of a program; any technical effort applied to a docket or other unique identifier; and project management. Common costs must be reported monthly for each docket or unique identifier. Common costs must be computed based on the proportion of direct costs incurred against each docket or unique identifier for the billing period.

Billing of Cost After Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE".

Currency: Billings may be expressed in the currency normally used by to contractor in maintaining his accounting records; payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

# VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

	SAMPLE VOUCHER
Official Agency Billing Office U.S. Nuclear Regulatory Commission Division of Contracts and Property Management, P-902 Washington, DC 20555 Payee's Name and Aggress	(a) Contract Number  Task Crder No. (If Applicable)  (b) Title of Project
Individual to Contact Regarding This Voucher: Name: Tel. No.:	
(h) This voucner represents reimpursable co	osts from thru
(5) Premium Pay (6) Consultants *	(I) Cyment Period (m) Inception to Cate
(8) Subcontract (9) Other Costs Total Direct Costs Total Direct Costs (A) Overnead % of (Indicate Base)  (B) General & Administrative Expens % of Cost Elements Nos. Total Amount Claimed (C) Adjustments Outstanding Suspensions	Subtotal
(P) Grand Totals  *(REQUIRES SUPPORTING INFORMATION-S	SEE ATTACHED)

	(a) Contract Number	NRC-10-81-624
Official Agency Billing Office:	T Andar NA	(If Annilcapie) oue
U. S. Nuclear Regulatory Commission	lask order no.	"Study of Nuclear
Division of Contracts and Property Management, P-902	(b) Title of Project	17
Washington, 1.C. 20555	(c) Voucher Number	063
The National Bank	(d) Project Office	
ABC Corporation  Anywhere, U.S.A.  100 Main Street or Anywhere for ABC Corp.	(e) Date of Voucher	
Anywhere, U.S.A.	(f) Contract Amount	
(When Payments Assigned)		
Individual to Contact Regarding This Voucner: Harry Murchy Tel. No.: 212-321-003-	(g) Billing Period_	
	2.1	1/82 thru 3/30/82
(h) This voucner represents reimpursable cos	ts from 3/	1/82 thru
h) This voucner represents	Amou	int Billed
	(1) Current Period	(m) Inception to Date
i) Direct Costs	\$2,400	CK BUU
		1,200
(2) Fringe benefitt 3 . 0. 2 1	600	
(3) Capitalizes Ganexpendable	5,000	000.3
		4.000
11. 11. 11. 11. 11. 11.	2.000	150
Noncapitalizes Equipment  (5) Fremium Par	100 100	100
and the second s	200	700
121 Trive: - Comestic	£ 5 5	200
foreion *	200	9.000
(8) Subcontrac:	3,000	\$29,650
(9) Other Costs Total Direct Costs	\$13,600	200,000
(j) INDIRECT COSTS  A) Overnead 100 of Total Direct Costs	\$13,600	\$29,650
(Indicate Base)	\$27,200	\$59,300
Administrative Expense	3,264	6,450
10 % of Case + Property nos.	530,464	\$65.750
12 of Costs	1,523	3,400
(k) FIXED-FEE EARNED (Formula)	\$31.987	\$69,150
(n) Total Amounts Claimed		1.700
(o) Adjustments Outstanding Suspensions	1,700	\$57,450
(p) Grand Totals	\$30,287	
* (RECUIRES SUPPORTING INFORMATION.)	A STATE OF THE PROPERTY AND A	

# INSTRUCTIONS FOR PREPARING

Preparation and Itemization of the Voucner/Invoice: In order to constitute a proper invoice, the contractor shall furnish all the information set forth below. These notes are keyed to the entries on the sample voucher/invoice.

Official Agency Billing Office: Address the original and 3 copies of the voucher/invoice, together with supporting documentation attached to each copy to: U.S. Nuclear Regulatory Commission, Division of Contracts and Property Management, P-902, Washington, D. C. 20555.

Vouchers/invoices delivered by hand, including delivery by an express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, should be addressed in accordance with the foregoing and delivered to: U. S. Nuclear Regulatory Commission, One White Flint North, 11555 Rockville Pike, Rockville.

Maryland 20852. Hand-delivered vouchers/invoices will not be accepted at other than the above address. Note, however, that the official receipt other than the above address. Note, however, that the date it is received to the official agency billing office in the Division of Contracts and Property Management.

Payee's name and address. Show the name of the contractor as it appears in the contract and its correct address. When an approved assignment has been made by the contractor, or a different payee or addressee has been designated, insert the name and address of the payee. Indicate the name and telephone number of the individual payee. Indicate the name and telephone number of the individual responsible for answering any questions that the NRC may have regarding the invoice.

- (a) Contract Number. Insert the NRC contract number

  Task Order Number, if applicable. Insert the task order number.
- (b) Title of Project. List the full title of the project being performed under the contract.
- (c) Sequential voucher/invoice number. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include individual internal accounting numbers, if desired, in addition to the 3-digit sequential number.
- (a) Project Officer's name as designated in the contract.
- (e) Date of voucher/invoice. Insert the date the voucher/invoice is prepared.
- (f) Contract Amount. Insert the total estimated cost of the contract, exclusive of fixed-fee. Include this information as it applies to

- (g) Fixed-Fee. Insert total fixed-fee. Include this information as it applies to individual task orders as well.
- (h) Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.
- (i) Direct Costs. Insert the major cost elements:
  - (1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

Labor Labor Hrs. Hours Cumulative Category Negotiated Billed Rate Total Hours Billed

- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used, indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
- (3) Direct Equipment. For educational institutions, list each item costing \$500.00 or more and having a life expectancy of more than one year. For contractors other than educational institutions, list each item costing \$200.00 or more and having a life expectancy of more than one year. List only those items of expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference equipment for the following (as applicable): (a) the item shall be made to the following (as applicable): (a) the item number for the specific piece of equipment listed in the number for the specific piece of equipment is not covered by Officer's approval letter if the equipment is not covered by the property schedule; or (c) be preceded by an asterisk (\*) the property schedule; or (c) be preceded by an asterisk (\*) if the equipment is below the approval level. Further if the equipment is below the approval level. Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.
- (4) Materials, Supplies, or Other Expendable Items. These are consumable materials, supplies, and equipment other than that described in (3) above.
- (5) Premium Pay. This is remuneration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultant's Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(7) Travel. Domestic travel is travel within the United States, its territories, possessions, and Canada. It should be billed separately from foreign travel.

All costs associated with each trip must be shown in the following format:

Dat	e	Traveler	Destin	ation	Purpose	Cost
From	To		From	To		5

- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other. List all other direct costs by cost element and dollar amount separately.
- (j) Indirect Costs Overhead. Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed.
- (k) Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. The contractor may bill for fixed fee only up to 85% of total fee.
- (1) Amount Billed for Current Period. Insert the amount billed for the major cost elements, adjustments, and total amount for the period.
- (m) Cumulative Amount from Inception to Date of Current Billing. Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (n) Total Amounts Claimed. Insert the total amounts claimed for the current and cumulative periods.
- (o) Adjustments. This includes cumulative amounts billed that have been suspended or disallowed.
- (p) Grand Totals.

### SAMPLE

### SUPPORTING INFORMATION

# 1) Direct Labor - \$2400

Labor	Labor Hours Negotiated	Hours Billed	Rate	Total	Cumulative Hours Billed
	2400	100	\$14.00	\$1400	975
Senior Engineer I	1500	50	\$10.00	\$500	465
Engineer		100	\$5.00	\$500	320
Computer Analyst	700	100		32400	

## 3) Direct Equipment

Spectrometer - General Electric (as approved in Property Schedule) \$5,000

# 4) Materials, Supplies & Other Expendable Items

10 Radon Tubes @ \$110.00 = \$1100.00 6 Pairs Electrostatic Gloves @ \$150.00 = \$900.00 \$2000.00

## 5) Premium Pav

Walter Murphy = 10 hours @ \$10.00 Per Hour = \$100 (This was approved by NRC in letter dated 3/6/89.)

# 6) Consultants' Fee

Dr. Carney - 1 hour @ \$100

= \$100

## 7) Travel

Date		Traveler	Destination	Purpose	COSES
From	To		From To		
	3/6/89	William King	Chicago, Wash	Project Officer	\$200

## 8) Subcontracts

XYZ CORP. (CPFF)

## (k) Fixed-Fee (formula)

(5%)

\$350.000 X 5% = \$17.500 Total Fixed Fee for this Contract
\$27.200 X 5% = \$1360 Fee Billed for this Period

## ( o) Adjustments

\$1700 - Indicates amount withheld from voucher #001, now approved by Contracting Officer letter 3/10/89.

# MONTHLY CONTRACTUAL COST SUMMARY REPORT FOR FEE BILLING

FIN:				
Facility Name or	Report Title:			
TAC or Inspection (or other unique	n Report Number: identifier)			
Docket Number (i	f applicable):			
Cost Categories	Period Amount	Period Cost Incurred	Fiscal Year To Date Costs	Total Cumulative Costs
Labor				
Materials				
Subcontractor/ Consultant				
Travel				
Other (specify)				
Common Costs				
Total				
Romarks:				

# CONTRACTOR SPENDING PLAN - INSTRUCTIONS

The Contractor Spending Plan (CSP) is an important tool for projecting and tracking contract costs and progress each task under the contract.

## Applicability

The Nuclear Regulatory Commission (NRC) requires that the CSP be completed for cost reimbursement contracts when the award amount is expected to exceed \$100,000 and the period of performance is expected to exceed 6 months. For task order type contracts, a CSP is required when an individual cost reimbursement task order is expected to exceed the above thresholds. When a contract or task order modification increases the contract or task order amount of a cost reimbursement contract or task order to over \$100,000 and the period of performance from the effective date of the modification to the contract or task order expiration exceeds 6 months, a CSP is required for all contract work to be performed after the effective date of the modification.

#### Submission

- 1. A CSP is required:
  - a. as part of the cost proposal for a cost reimbursement contract or individual task order, or modification to a contract or task order which meets the above thresholds;
  - as part of the Best and Final Offer (if requested) as a result of negotiations;
- Updated CSP information is required on a monthly basis or as approved by the CO as part of the "Financial Status Report" (Ref: Section F.3, "Financial Status Report").

#### Format

The attached CSP sample format may be duplicated and used by the Contractor, or modified to permit more accurate reporting or to meet other needs of the contractor. For instance, the sample format provides spaces to report projected costs for 12 months, but the contractor may wish to alter the sample format for shorter or longer contract/task order periods. The contractor may also wish to alter the sample format for ease of typing or contractor may also wish to alter the sample format for ease of typing or automated production. So long as complete information is provided on actual and projected costs or accomplishments, changes to the format to improve relevance to the circumstances are encouraged.

It is up to the discretion of the offeror to determine the appropriate level of cost detail to be presented based on the complexity of the effort. This plan reflects only the minimum requirements for submission of cost details which will be considered for completeness, reasonableness, and as a measure of effective management of the effort. The Contracting Officer reserves the right to request additional cost information, if deemed necessary.

#### CONTRACTOR SPENDING PLAN (CSP)

(to be completed as a part of the Offeror's Cost Proposal for each cost reimbursement contract or individual task order or for any contract or task order modification which exceeds \$100,000 and has a performance period exceeding 6 months)

tract No.		- Ferformance P	eriod: from/	/ to/	_/		
k Order No.  1fication No.  eror/Contractor Name:			Proposed Contr or task order)	Total Estimated Costs (including fixed fee, if any) of the Proposed Contract/Task Order/Modification (to a contract or task order) at the time of proposal submission. Does not include options.			
vide cost deta	ills by sonth for ti	he total contract/ter	k order/or task order	modification			
t Elements	1st Month	2nd Month	3rd Month	4th Month	5th Honth	6th Month	
ect Costs	1	s	\$	s	s	s	
itrect Costs	8	\$	s	s	1	s	
cal Estimated sts including and fee if any		\$	\$	\$	\$	\$	
ojer* mp. 28	x	x	x	x	x		
st Elements	7th Month	8th Hoath	9th Honth	10th Month	11th Month	12th Month	
rect Costs	£	\$	\$	\$	s	\$	
direct Costs	1	1	s	s	1	\$	
tal Estimated st. including xed fee if any	\$	\$	1	3	1	\$	

ofset ton

U.S. DEPARIMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Alan L. Moss Director

Division of Wage Determinations LOCALITY

class of Service Employees

State: Dist. of Col., Maryland, Virginia

Area: Dist. of Col., MD COUNTIES: CALVERT CHARLES, FREDERICK, MONTGOMERY PRINCE GEORGE'S, ST MARY'S VA COUNTIES: ALEXANDRIA, ARLINGTON, FAIRFAX FALLS CHURCH, FAUQUIER, KING GEORGE, LOUDOUN PRINCE WILLIAM, STAFFORD

Wage Determination No.: 86-1255 (Rev. 16) Date: 11/24/1992

Minimum Hourly Wage	Fringe Benefit Payments				
	Health & Welfare	Vacation	Holiday	Other	

Automatic Data Processing Occupations, Information and Arts Occupations, Liberary and Archive Occupations, and Technical Occupations:

1.	Computer Data Librarian	Ş	10.88	
2.		\$	10.83	
3.		\$	12.13	
	Computer Operator III	\$	13.99	
· ,		\$	14.62	
	Computer Programmer I 1/	\$	15.07	
7.		\$	16.93	
	Computer Programmer III 1/	\$	19.53	
	Computer Programmer IV 1/	\$	22.05	
10.	Computer Systems Analyst I 1/	\$	16.09	
11.	Computer Systems Analyst II 1/	\$	20.02	
12.	Computer Systems Analyst III 1/	\$	23.41	
13.	Computer Systems Analyst IV 1/	\$	27.66	
	Key Entry Operator I	\$	8.86	
	Yoy Entry Operator II	\$	9.72	
	Teripheral Equipment Operator	\$	10.35	
	Exhibits Specialist I		12.14	
	Exhibits Specialist II		13.94	
	Fxhibits Specialist III		16.62	
	Illustrator I		12.14	
40.00				

U.S. DEPARTMENT OF LABOR				Page 2 of	f 13	
EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210		State: Dist.	of Col., MD	COUNTIES: C		
REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT  By direction of the Secretary of Labor  Alan L. Moss  Division of Director  Wage Determinations	LOCALITY Water De	Area: Dist. of Col., MD COUNTIES: CALVERT CHARLES, FREDERICK, MONTGOMERY PRINCE GEORGE'S, ST MARY'S VA COUNTIES: ALEXANDRIA, ARLINGTON, FAIRFAX FALLS CHURCH, FAUQUIER, KING GEORGE, LOUDOUN PRINCE WILLIAM, STAFFORD				
and the second of the second o	Minimum		ringe Benefi			
Class of Service Employees	Wage	Health & Welfare	Vacation	Holiday	Other	
21. Illustrator II	\$ 13.94				1	
22. Illustrator III	\$ 16.62					
23. Photographer I	\$ 12.14					
24. Photographer II	\$ 11.94					
25. Photographer III	\$ 16.62					
26. Audiovisual Librarian	\$ 13.53					
27. Librarian	\$ 13.53					
28. Library Technician	\$ 10.96					
29. Technical Information Specialist I	\$ 12.14					
10. Technical Information Specialist II	\$ 13.94					
11. Technical Information Specialist III	\$ 16.62					
12. Laboratory Tester	\$ 9.19					
33. Technical Writer	\$ 10.31					
14. Drafter I	\$ 8.01					
15. Drafter II	\$ 9.67					
16. Drafter III	\$ 12.14					
1). Drafter IV	\$ 13.94					
38. Drafter V	\$ 16.62					
39. Technician I 5/	\$ 11.53					
40. Technician II 5/	\$ 14.63					
41. Technician III 5/	\$ 18.20					

W.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION	Page 3 of 13				
WAGE AND HOUR DIVISION UASHINGTON, D.C. 20210		State: Dist.	of Col., Ma	ryland, Vir	ginia
REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	LOCALITY	PRINCE GEOR VA COUNTIES FALLS CHURC	of Col., MD EDERICK, MON GE'S, ST MAR : ALEXANDRIA H, FAUQUIER, IAM, STAFFOR	TGOMERY RY'S A, ARLINGTON KING GEORG	CAIDEAN
Alan L. Moss Division of Director Wage Determinations	s Wage De	termination No	.: 86-1255	(Rev. 16) Da	te: 11/24/1992
class of Service Employees	Minimum	F	ringe Benef	it Payments	
this of service that of	Wage	Health & Welfare	Vacation	Holiday	Other
42. Cimera Operator	\$ 9.00				1
43. Training Technician (Learning Resource Center)	\$ 9.82				
44. Test Proctor	\$ 7.94				
45. Industrial Hygiene Technician	\$ 13.43				
46. Laboratory Technician	\$ 9.19				
47. Technical Illustrator	\$ 14.14				
48. Hardware Coordinator	\$ 8.14				
49. Off-Line Equipment Operator 50. Offset Pressman	\$ 16.45				
51. Bindery Worker	\$ 15.64				
52. Negative Engraver/Stripper	\$ 14.80				
53. Offset Platemaker	\$ 14.80				
54. Offset Photographer	\$ 16.93				
55. Film Assembler-Stripper	\$ 14.80				
56. Lithographic Technician	\$ 14.80				
57. Lithographic Inspector	\$ 19.17				
58. Quality Control Inspector	\$ 12.54				
59. Document Preparation Clerk	\$ 11.40				
60. Cartographic Technician 61. Instructor	\$ 14.43				
01. Instructor					

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor

Alan L. Moss Director

Division of Wage Determinations LOCALITY

class of Service Employees

State: Dist. of Col., Maryland, Virginia

Area: Dist. of Col., MD COUNTIES: CALVERT
CHARLES, FREDERICK, MONTGOMERY
PRINCE GEORGE'S, ST MARY'S
VA COUNTIES: ALEXANDRIA, ARLINGTON, FAIRFAX
FALLS CHURCH, FAUQUIER, KING GEORGE, LOUDOUN
PRINCE WILLIAM, STAFFORD

Wage Determination No.: 86-1255 (Rev. 16) Date: 11/24/195...

Minimum Hourly Wage	Fringe Benefit		Payments	
	Health & Welfare	Vacation	Holiday	Other

Fringe benefits applicable to all classes of service employees engaged in contract performance: 2/

3/

41

- 1/ Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)
- 2/ HEALTH & WELFARE: \$0.83 per hour or \$33.20 per week or \$143.86 per month.
- 3/ VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after : years: 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)
- 4/ HOLIDAYS: 10 paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)
- 5/ The Technician classification includes all of the following: Electronics, Electromechanical, Environmental, Instrumentation, Mathematical, Mechanical, and Photo-Optics

HOTE: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor no as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such amlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agencys' recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6 (b)(2) of Regulations 29 CER II

DHILLDRY ALLOWANCE: If employees are required to wear uniforms in the performance of this contract (cither by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee. all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.80 a week (or 76 cents a day); and effective April 1, 1991, the note shall be \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

NOTE: The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, Second Edition, July 1986, unless otherwise indicated. See also 29 CFR Part 4 Section 4.152.

\*\*\*\*\*\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

#### CAMERA OPERATOR

Performs duties similar in nature to the operator of a standard photocoping machine. Places material in the machine, takes its picture, and checks for form and clarity.

# TRAINING TECHNICIAN (LEARNING RESOURCE CENTER)

Review and evaluates answer sheets and lab forms for completeness and accuracy of scoring, reomputes scores to verify accuracy, identifies discrepancies and takes corrective actions in accordance with established policy. Serves as the contact point for resolving complicated problems between AAC-118, AAC-323, AAC-930, etc. and within the unit. Establishes and maintains the log of all central numbers for Air Traffic evaluation material. Assigned number should reflect code, option/phase, and number of booklet. Reviews all printing requests and monitors their processing to insure procedures for controlled material are followed. Insures that material produced by the print shop is as specified on printing requests and takes appropriate action to insure that material is incorporated into the controlled materials system.

#### TEST IROCTOR

Administers, supervises or proctors minimum of 5, maximum of 15 tests on a call basis. Tests include all Dantes, Clep, SSTs, ECI end of course for voluntary enrollments and any tests specifically required by an educational institution for admission or course enrollment. Administers make-up tests in conjunction with civilian institution programs when it has been clearly established that the student could not be present for normal in-class testing because of duty conflict or health reasons. Testing materials are controlled items and will be handled, stocked, safeguarded and administered in strict compliance with applicable regulations.

## INDUSTRIAL HYGIEUE TECHNICIAN

Evaluates proposed work processes or materials to assure incorporation of adequate measures for prevention of occupational disease hazards. Investigates and evaluates existing industrial processes to determine nature, extent, and magnitude of exposures and the effectiveness of existing control systems. Independently designs sampling strategies or methods to determine concentrations

of contaminants and/or physical agents that exist in the workplace. Devises/designs or works with engineers to develop control measures, use of protective devices, or adoption of alternate procedures or materials.

#### LABOUATORY TECHNICIAN

Collects, processes, and analyzes blood urine, and other body fluids by established scientific laboratory techniques to aid in diagnosis, treatment, and prevention of diseases in the area of hematology, urinalysis, chemistry, blood bank, microbiology, serology, anatomic apthology, and general medical lab tests.

#### HEGATIVE ENGRAVER/STRIPPER

Jobs involved in negative-cutting activities ranging from simply opaquing the background of the negative by painting in pinholes with a solution of asphaltum, lampblack, or turpentine, to making introduce corrections and revisions of film and plastic negatives.

#### OFFSET PLATEMAKER

Jobs involved in processing photographic images onto metal, paper, or plastic plate materials to produce lithographic plates which are used in the offset reproduction of printed matter. Also included are jobs involved in producing paper or plastic masters using photo-direct or ectrostatic equipment, as well as jobs that involve other related platemaking processes such as color proffing and making peel coats, scribecoats, and hand transfers.

#### OLISET PHOTOGRAPHER

#### INTRODUCTION:

Position is located in the Pre-Press Section, Reproduction Branch, Aeronautical Charting Division. Incumbert serves as a Journeyman Offset Photographer (Map and Chart).

#### DUTIES:

Independently operates one or more process cameras and other photographic equipment, to accomplish projects requiring the application of advanced photographic methods and techniques to make negatives and positives, or other photographic products required for the preparation of lithographic printing plates subsequently used in the multicolor tone reflection and or transmission copy materials which contain areas of inconsistent tone or other deficiencies such as weak images or inadequate contrast.

Must be thoroughly familiar with all equipment, materials, chemicals, technical guides and manuals

used in the Photographic Section. Must be able to apply advanced or unconventional photographic techniques used in holding or dropping various color hues or densities of multicolor copy. Must be thoroughly familiar with all equipment, materials, chemicals, and the more complex guides and manuals used in the Photographic Section. Must be able to apply unconventional lighting techniques to simulate natural light conditions, to assure that the resulting shadows and relief are within exacting tolerance requirements concerning length and direction. Must have a practical understanding of the additive and substractive primary and complimentary colors, and the process inks to accomplish process color separation. Must ensure that exacting tolerances are maintained (plus or minus .0005 inches or finer) with respect to scale dimension, alignment registration, and line wright. Must be able to maintain exacting tolerances in dot size and density, so that screen tints, halftone, and other separations of multicolor work will fit with hairline registration, and match shen merged during the press run. Must be able to select proper line and percentage screen, set proper screen distance and angle in accomplishing halftone multicolor photography. Incumbent must have extensive knowledge of photographic theory, technology, optics, chemistry of silver halide emulsions, light sources, camera characteristics, and maintenance and repair procedures. Must be able to evaluate all copy materials (normal, unusual, and difficult) and determine the methods, (to include unconventional) procedures, and techniques to be used to achieve desired results.

#### FILM ASSEMBLER-STRIPPER

#### INTRODUCTION:

This resition is located in the Negative Engraving Unit of the Reproduction Branch. Section functions are outlined in the NOAA organization Handbook. The incumbent serves as a Film Assembler-Stripper.

#### MAJOR DUTIES AND RESPONSIBILITIES:

Plans, designs, assembles, lays out, and strips into place film negatives and positives of charts, maps, and related navigational publications to compose multiple flats for signature layouts requiring exact adherence to specifications for precise positioning, margins, color, junctions, and size of lithographic printing plates.

THIS FOSITION IS INCLUDED IN THE COVERAGE OF, AND SUBJECT TO, THE FAIR LABOR STANDARDS ACT IN THAT IT DOES NOT MEET THE EXEMPTING CRITERIA FOR A PROFESSIONAL, ADMINISTRATIVE, OR EXECUTIVE POSITION AS DEFINED IN FEDERAL PERSONNEL MANUAL LETTERS 551-1, DATED MAY 15, 1974, AND 551-7, DATED JULY 1, 1975.

#### LITHOGFAPHIC TECHNICIAN

#### INTRODUCTION:

This position is located in the Type Composition Unit of the Pre-Press Section, Reproduction

Branch, Aeronautical Charting Division. Specific Branch functions are outlined in the NOAA Organizational Handbook. Incumbent serves as a Lithographic Technician.

#### DUTLES:

As a journeyman, is fully responsible for the setting-up, operation, and daily maintenance of input keyboard consoles, automated photo-electronic typesetter, contact printers, and film processors; utilized to produce typography for the compilation and maintenance of maps, charts, and related data. In addition, is responsible for the proofreading, correcting, makeup, and final verifying of all typographic material produced by the Unit.

#### LITHOGRAPHIC INSPECTOR

#### HITEODUCTION:

This position is located in the Quality Assurance/Control Staff, Reproduction Branch. The functions of the QA/C Staff are outlined in the NOAA Organization Handbook. The incumbent serves as at inspector of a broad array of Lithographic printed products and processes all of which require critical tolerances be met to insure navigational safety.

## MAJO? DUTIES AND RESPONSIBILITIES:

Examines the lithographic products produced within or for the Reproduction Branch, by skilled trade craftsmen: Negative Engravers, Film Assembler-Strippers, Offset Platemakers, Offset Photographers, Presamen, Bindery Machine Operators and/or outside contractors to determine that critical requirements, standards and specifications have been met. Inspections are made at the conclusion critical functions such as the completion negative corrections, photo composites, platemaking, as well as during press operation. It is the responsibility of the Inspector to insure the printing quality, registration, color, corrections, etc. are acceptable for a final distribution to the public, agents, and other government agencies.

#### QUALITY COUTROL INSPECTOR

#### DUTIES:

Establishes and qualifies inspection and test methods, procedures, instructions and associated equipment. Performs and documents acceptance inspections and tests. Evaluates and certifies acceptance inspections and test data/results are in compliance with applicable codes, standards, and contract provisions. Schedules project inspections. Conducts inspection audits. Periodically reviews all work performance, maintenance and similar data records to analyze problems, determine trends and modify methods and procedures.

#### TECHNICAL ILLUSTRATOR

Prepares illustrations/drawings requiring use of the common art media to depict electronic, electrical, mechanical, or other technical equipment. Produces such products as: functional

drawings, schematic diagrams, logic diagrams, exploded views, assembly and component drawings, perspective and isometric drawings.

Projects involve preliminary and final drawings, usually from rough sketches or notes provided by subject matter specialties. Work requires proficiency in the use of several of the common art media such as oil, water color, or pen and ink; but does not require extensive knowledge of the subject matter. Lays out proposed illustrations in conformity with established style and format which does not present complex problems in terms of perspective, angle of view or artistic effect. Works under higher grade illustrator or supervisor who provides guidance in the use of media to be used. Incumbent is relied on to work out the details and produce an artistic illustration that fulfills the objective of the specification or requirement.

#### HARDWARE COORDINATOR

A hard are coordinator monitors and coordinates hardware vendor activities under general supervision. This classification also maintains hardware performance statistics and assists in the implementation of physical planning and installation when required. By comparison, a peripheral equipment operator operator operates peripheral equipment which directly supports digital computer operations. Such equipment is unique and specifically designed for computer application, but need not be physically or electronically connected to the computer. Printers, plotters, card read punches, tape readers, tape units or drives, disk units or drives, and data display units are examples of such equipment. The duties which characterize the work of a peripheral equipment operator are: loading printers and plotters with correct paper; adjusting controls for forms, thickness, tension, printing density, and location; and unloading hard copy; labeling tape reels, disks or card decks; checking labels and mounting and dismounting designated tape reels or disks on specified units or drives, setting controls which regulate operation of the equipment; observing panel lights for warnings and error indications and taking appropriate action; examining tapes, cards, or other material for creases, tears, or other defects which could cause processing problems.

## OFF-LINE EQUIPMENT OPERATOR

An off-line equipment operator operates bursters, collators, sorters, reproducers, and interpreters under direct supervision. Additionally, this classification performs additional support functions when required. This classification is compared to the peripheral equipment operator previously described.

#### OFFSET PRESSMAN

Jobs involved in the operation and maintenance of offset presses used for printing material by the offset lithographic method from plates on which the printing and non-printing areas are essentially on the same plane.

#### BINDLRY WORKER

This occupation includes jobs that involve setting up, operating, and making minor repairs t powered and manually operated gathering, stitching, folding, gluing, embossing, papercutting, stapling, drilling, punching, collating, sorting, and binding machines and equipment used in making books, pamphlets, brochures, etc., in quantity.

#### DOCUMENT PREPARATION CLERK

Primary duty is to prepare material for the camera operator. This entails the disassembly of decuments, books, periodicals, etc. and organizing this material inot a photographic mode.

## CAPTOSPAPHIC TECHNICIAN

Provious geologist's or hydrologist's manuscript copy, field notes, sketches, and photographs for acceptability of copy and conformance to specifications and standards. Compares base map against compilation copy and compiles new or modified base data if required by paneling and/or mosaicking more recent topographic data. Selectively adjusts, adds or deletes features from these sources to integrate thematic and base map data.

Property map layouts considering press and paper size limitations; user requirements, aesthetic positioning of map, supplemental illustrations, sections, explanation and text data. Coordinates layouts with adjacent map products.

Prepares specifictions and requisitions for photoraphic services and materials for cartographic preparation phases. Reviews received materials for qualaity and correctness before accepting same.

Selects type styles and sizes and prepares requisitions for type for maps. Prepares type overlays considering legibility, proximity of type to map features, and placement to avoid overprinting vital base data.

Selects thematic symbols, patterns, and colors for visual effectiveness and coordination with adjacent publications. Performs color separtion of areal tints by stripping open-window negatives from peelcoat or similar materials, or prepares materials for color separtion by camera or electronic scanner. Utilized stick-down patterns adm symbols for illustrations and maps.

Scribes or inks geologic, hydrologic or topographic data in correct position conforming to exacting line weights and tolerances specified by cartographic standards. Exercises a working knowledge of topographic, geologic and hydrologic relationships when making adjustments of data to assure correct relationships of author's data to base map information.

Provides periodic internal reviews of preparation copy to assure correctness and completeness of c artographic work and compliance with standards and formats.

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## Additions to GFE List and Information 1 Copying Machine 34 Microcomputers (IBM compatible as listed on GFE list ) 34 DOS 34 Smarterm 400 7 WordPerfect (Standalone) 11 WordPerfect (Network/Workstation) 9 dBASE III (III +) 4 LOTUS 1-2-3 2 SignMaster 3 ChartMaster 1 Harvard Graphics 1 DiagramMaster 6 Easy Flow 6 Quick Schedule Plus 1 Norton Commander 1 PertMaster 2 Sidekick 1 NOVELL Netware 2.12 (Ethernet) 1 Microsoft Windows (V.1.0) 1 ProSeries (V.4.3.3)\* 1 PC EDITPRO (V.4.3.3) \* 1 PC PAGEPRO (V.4.3.3) \* 1 PC DOCPRO (V.4.3) \* 1 TOPSCAN (V.4.3) \* 1 PAGE READ (V.4.2.1)\*

\* for use with Scanner

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#### MAINTENANCE AGREEMENT LIST NUDOCS RS-IRM-92-192

The following equipment must be maintained by the contractor under maintenance agreements. Refer to the Government Furnished Equipment list for further information.

- 1. Micrographics Equipment
  Camera (2)
  Developer (1)
  Duplicator (1)
- 2. Text Scanner (1)
- 3. Blade Sharpener (for Cutter) (1)
- 4. Aperture Card Camera and Duplicator (1)
- 5. Air Conditioner (Microfiche Camera Room) (1)

#### SOLICITATION, OFFER AND AWARD

Page 1 of 3 Pages

1. This contract is a rated order under DPAS(15 CFR 350) RATING:

[ ] SEALED BID (IFB)	
1	[X] NEGOTIATED (RFP)

5. DATE ISSUED 6. REQUISITION/PURCHASE REQ. NO. IRM-92-192

DECEMBER 29, 1992

7. ISSUED BY CODE
ATTN: RS-IRM-92-192
U.S. Nuclear Regulatory Commission
Div. of Contracts & Property Mgmt.

U.S. Nuclear Regulatory Commission
Div. of Contracts & Property Mgmt.
Contract Neg. Br. No. 1; P-1020
Washington, DC 20555

U.S. Nuclear Regulatory Commission
Item 7
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8. ADDRESS OFFER TO

(If other than Item 7)

Offer must be addressed as shown in Item 7. Hand-carried offers

(Including Express Mail & delivery services) must be delivered to the address in Item 9.

NOTE: In sealed bid solicitations, "offer"/"offeror" mean "bid"/"bidder".

#### SOLICITATION

9. Sealed offers for furnishing the services or supplies in the schedule are due at 3:30 PM, Washington, DC local time on FEBRUARY 5, 1993 Offers sent through the U.S. Mail (including U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee) must be addressed to the place specified in Item 7. All hand-carried offers including those made by private delivery services (e.g. Federal Express and Airborne Express) must be delivered to 7920 Norfolk Avenue, Bethesda, Maryland 20814 and received in the depository located in Room P-1011. NRC is a secure facility with perimeter access-control and NRC personnel are not available to receive hand-carried offers except during normal working hours, 7:30 AM - 4:15 PM, Monday through Friday, excluding federal holidays. Offerors should be aware that many private carriers only make deliveries to the mail room. All offerors should allow extra time for internal mail distribution.

Offerors should clearly identify the RFP number on the outside wrapper. IFB's should have affixed the Optional Form (OF) 17, "Sealed Bid Label," on the outside wrapper.

CAUTION - LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS. SEE SECTION L. PROVISION NO. 52.214-7 OR 52.215-10.

All offers are subject to all terms and conditions contained in this solicitation. (See the Provision in Section L, "Proposal Presentation and Format").

10. FOR INFORMATION A. NAME:  CALL: Robert B. Webber	(B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (301) 492-4282
EXCEPTION TO STANDARD FORM 33 (REV. 4-85)	Prescribed by GSA FAR(48 CFR) 53.214(c)

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v	***	11. TABLE OF CONTENTS DESCRIPTION	PAGE(S)
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	K	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	OFFERONS
	M	EVALUATION FACTORS FOR AWARD	
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# SULICITATION, OFFER AND AWARD OFFER (CONTINUED)

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26. NAME OF CONTRACTING OFFICER (Type or Print)	(Signature of	Contracting Office	
IMPORTANT - Award will be made or by other authors	on this Form or ized official wri	Coen nource.	
EXCEPTION TO STANDARD FORM 33 (	(REV. 4-85)		ped by GSA (FR) 53.214(c)

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#### OFFERORS/BIDDERS PLEASE NOTE:

Do NOT complete blanks identified by an asterisk ( $\_$ \* $\_$ ). This information will be provided by the Government and incorporated into any resultant contract.

#### PART I - THE SCHETCLE

# SECTION B - SUPPLIES OF SERVICES AND PRICES COSTS

## B. 1 PROJECT TITLE

The title of this project is as follows:

NUCLEAR DOCUMENT SYSTEM (NUDOCS) DOCUMENT PROCESSING AND USER SUPPORT SERVICES

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall be responsible for the centralized processing and data entry of documents into the Nuclear Document System.

[End of Clause]

#### B.3 SCHEDULE OF ESTIMATED COSTS

1.	Year	1	
2.	Year	2	
OPTION	YEARS		
3.	Year	3	
4.	Year	4	
5.	Year	5	

[End of Clause]

# B.4 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991)

- a. The total estimated cost to the Government for full performance of this contract is \_\_\_\*\_\_, of which the sum of \_\_\_\*\_\_ represents the estimated reimbursable costs, and of which \_\_\_\*\_\_ represents the fixed fee.
- b. There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

- c. The amount currently obligated by the Government with respect to this contract is \_\_\*\_\_, of which the sum of \_\_\*\_\_ represents the estimated reimbursable costs, and of which \_\_\*\_ represents the fixed fee.
- d. It is estimated that the amount currently allotted will cover performance through \_\_\_\*\_\_.

[End of Clause]

# SECTION C - DESCRIPTION SPECIFICATIONS ANDLY STATEMENT

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#### C.1.A. Introduction and Objectives

#### 1. Introduction

The Nuclear Documents System (NUDOCS) is the U.S. Nuclear Regulatory Commission's (NRC) automated repository for documents associated with the licensing, adjudicatory and regulatory activities of the Commission.

The NUDOCS document process currently provides for the entry of both internally (NRC) and externally generated documents designated as appropriate for capture in the system. The process encompasses encoding, abstracting, full text processing, and imaging, and provides for the appropriate distribution of the documents processed. The NUDOCS database management system provides on-line query search and retrieval capability for data records and access to text of the documents in the system through electronic text or through the use of microfiche output from the system.

#### 2. Objectives

The objectives of this contract include centralized processing and data entry of documents into NUDOCS; development of cost effective data entry procedures to facilitate the storage and retrieval of information for programmatic, legal and administrative requirements; identification of improved data entry and search capability; provision of end-user information retrieval support services; and compliance with statutory requirements in the Administrative Procurement Act, the Freedom of Information Act, the Paperwork Reduction Act and the Privacy Act.

The Nuclear Regulatory Commission seeks a contractor to perform

specific functions associated with the operation and maintenance of NUDOCS document processing and user support. These functions include project management, data entry including document encoding; document image (microform), text and abstract processing; and operational and user support services including delivery of routine and ad-hoc reports. The contractor will also provide for the development and implementation of data entry procedures and new document processing capabilities to meet emerging NRC requirements. The new capabilities will include processing new classes of documents, adding abstracts to additional classes of documents, thesaurus maintenance and any other requirements developed by the NRC.

# C.1.B. Background (Nuclear Documents System (NUDOCS))

## 1. Introduction

The NUDOCS database management system is the NRC's ORACLE based automated repository for documents associated with licensing, adjudicatory, and regulatory activities of the Commission. The NUDOCS database management system is an information retrieval system for accessing NRC documents. A subsystem of the NUDOCS database management system provides for generation of distribution lists for the documents entered. This system is the Regulatory Information Distribution System (RIDS). The NUDOCS document process provides a focal point for capturing, managing, processing, and disseminating documents that are either generated or received by the NRC staff. The storage and access environment of NUDOCS database management system is maintained with a level of security sufficient to protect the integrity of the information. The NUDOCS database management system provides users an on-line search and retrieval capability for documents that are stored within the system.

The documents may be viewed, reproduced or downloaded and may reside within the system as a bibliographic record, abstract, in full text or may be manually accessed via the image (microform) address.

# 1.1 NUDOCS Database Management System Access

Access to the NUDOCS database management system is provided to NRC staff, NRC contractors and members of the public with NRC approval. Public clients are only granted access to information contained in the database that is categorized as publicly available.

The NUDOCS database management system can be accessed by remote display stations (NUDOCS workstations) via a telecommunications network of dedicated lines and dial-up circuits or via personal computers equipped with VT-100 or Dasher terminal display emulation software and telephone modems. The maintenance and enhancement of the application software, the host machine, and vendor software associated with the NUDOCS database management system are not part of this contract.

## 1.2 NUDOCS Usage

Internal (NRC Staff and the r Contractors)

The NRC NUDOCS database management system users include professional, administrative and technical personnel. Their knowledge of computers and automated information systems ranges from complete lack of experience to sophisticated knowledge. from complete lack of experience to sophisticated knowledge. Approximately 550 searches of the database are performed daily by agency staff.

The NUDOCS database management system provides user access to the computerized data which provides document identification including bibliographic information. A limited body of abstracts or full-text is also available in digital form. NRC staff and their contractors using NUDOC3 Workstations have access to cabinets containing the complete NUDOCS document database on 48% microfiche whose addresses are referenced by the bibliographic record. This provides NRC staff with microfiche of the entire database in a provides NRC staff with microfiche of the entire database in a compact form having minimal storage requirements. In addition, NRC staff accessing NUDOCS database management system via personal computers have the capability to download and print all bibliographic records or portions of the document text files.

# External (Public Clients)

External NUDOCS database management system users include foreign entities, agencies of State governments, private companies, U.S. citizens, licensees, and individuals or representatives of the news media. Approximately 36 NUDOCS searches are performed daily. Publicly available documents on 48% microfiche are available to public clients through a subscription service offered by the National Technical Information Service. Publicly available documents on 48% microfiche are also available at the NRC Public Document Rooms and Local Public Document Rooms. Public clients may inspect documents at the PDR without charge or may purchase copies of the documents for a fee. In addition, public clients accessing public documents through the NUDOCS database management system via personal computers have the capability to download and print the associated bibliographic records and all or portions of the document text for these documents.

# 1.3 Public Dissemination of Information

The NUDOCS document process and database management system are essential in meeting NRC's responsibility for public dissemination of information. The NUDOCS database management system produces the subset of bibliographic references and indices to documents the subset of bibliographic references and indices to documents needed to operate the NRC's Public Document Room (PDR) located at 2120 L Street, N.W., Washington, D.C., and 78 Local Public Document Rooms (LPDRs) located throughout the United States. The system capabilities of NUDOCS allow the NRC to respond to public requests for over 300,000 pages of documents annually.

The following are the three major bibliographic aids published by the NRC through the NUDOCS database management system:

- the monthly "Title List of Documents Made Publicly Available" (NURL )-0540);
- the "Weekly LPDR Accession List";
- the "Regulatory and Technical Reports" (NUREG-0304), a quarterly listing with abstracts.

# 1.4 Regulatory Information Distribution System (RIDS)

The NUDOCS database management system also supports the operation of the Regulatory Information Distribution System (RIDS) whereby computer-generated lists of document recipients are produced by the system from NRC-assigned codes marked on documents entered through the NUDOCS process.

# 1.5 Management and Technical Reports

The NUDOCS database management system is used to generate a wide range of management and technical reports (over 40,000 pages monthly). This reporting capability is frequently used to meet unscheduled or unusual information production requirements arising from the hearing/litigation process or special project needs of the NRC program offices.

# 1.6 NUDOCS Processing Overview

The NUDOCS database consists of over 2.1 million unique accession numbers (see Section J, Attachment 2) as of January 1992. Currently, NUDOCS accession numbers are produced at a ratio of 1.94 per document package (including stand-alone enclosures). During the past three years, the average document consisted of 16 pages and an average of 108,983 documents were microfilmed each year. Current image processing is in excess of 9,438 page images per day. Over 35,000 abstracts have been created (3,767 in 1991; 6,075 in 1990; and 13,362 in 1989) and approximately 37,000 documents have been captured as full text (2,826 in 1991; 4,108 in 1990; and 5,477 in 1989).

The NRC anticipates 569 accession numbers per day including growth consideration over the next contract year. In addition to the database entries, anticipated image processing is approximately 9,450 pages imaged per day.

# 1.7 NUDOCS Operation Overview

Although the NUDOCS database management system is an operational system, major upgrades and enhancements are planned for the period of performance of this contract. Specific hardware and software improvements will be necessary to meet new system requirements, upgrades, and enhancements. Contractors must keep current and trained on the use of new software and hardware as they relate to activities performed under this contract.

#### C.1.C. Tasks

#### 1. Introduction

Tasks under this contract consist of 1) Project Management, 2)
Document Encoding/Data Entry, 3) Image Processing (Microform), 4)
Text Processing, 5) Abstract Processing, 6) Enhanced Document
Processing, 7) Operational and User Support Services, and 8)
Relocation of the NUDOCS Facility.

The contractor shall be responsible for processing all documents into the NRC's document repository NUDOCS. The contractor shall provide personnel and services to process 40% of all the bibliographic entries for documents at the NRC site. The contractor shall also provide the facility, all necessary personnel, and services to process the remaining 60% of incoming documents at a location in close proximity to the NRC's One White Flint North (OWFN) Facility. The contractor shall be responsible for producing all processing reports, output and products. The contractor shall also produce, review for accuracy and deliver all ad hoc and deliverable reports and provide user support services. The NRC shall provide the equipment, system documentation, furniture, and routine office supplies required for activities called for under this contract.

The contractor shall provide the necessary personnel, and services to develop data entry, quality control and user support procedures and shall provide trained staff to implement and support these procedures utilizing government supplied software and hardware to fulfill requirements identified by the NRC.

# 2. Personnel, Management and Control Requirements

The Contractor shall provide qualified, competent and fully trained personnel to perform the tasks and functional activities delineated under this contract. (The NRC shall review the qualifications and approve all substitution or replacement of key personnel during the term of this contract.) The contractor's personnel shall act in a courteous, responsive, knowledgeable, and professional manner at all times.

The contractor shall continuously maintain a level of available personnel who are qualified to provide for the successful performance of tasks and functional activities delineated under this contract. The contractor shall ensure that personnel are committed to perform such activities during the NRC's official hours of operation (7:30 A.M. - 4:15 P.M., Monday through Friday, except Federal holidays). The contractor shall note, however, that the work hours shall be staggered among personnel supporting Task 7 Operational and User Support Services, 7.3.2.1 Hot Line Task 7 Operational and user assistance during the hours of 8:00 Maintenance, to provide user assistance during the hours of 8:00 A.M to 5:00 P.M., Eastern Time. The holiday schedule of the contractor shall conform to the "Federal Holiday" schedule.

The individual contract activities and functional areas are listed

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below. Detailed requirements are provided in the following sections.

Project Management Task 1. Document Encoding/Data Entry Task 2. Image Processing (Microform) Text Processing Task 3.

Task 4. Abstract Processing Task 5.

Task 6. Enhanced Document Processing

Operational and User Support Services Task 7.

Relocating the NUDOCS Facility Task 8.

#### Task 1 - Project Management

# C.1.1 Introduction/Background

Project Management shall encompass the coordination of Tasks 2 through 8 and the overall administration of staff, facility, and program directives. The contractor Project Manager shall be responsible for ensuring project productivity and quality standards and responsiveness to NRC requirements for all contract deliverables.

The contractor Project Manager shall have ultimate responsibility for data entry, information retrieval support, operational reporting, documentation requirements, and provision of document, product and facility security.

The contractor Project Manager shall also be responsible for instituting cost controls, allocating resources, and providing input and planning requirements for new initiatives and future program directions.

#### C.1.2 Operations

This section describes in detail, the task of Project Management. It is divided into three major subsections: Operations Management, Facility Management, and Program Management.

# C.1.2.1 Operations Management

The contractor Project Manager shall oversee and coordinate the existing data entry and user support information retrieval operational areas. These areas are further defined as: Document Encoding/Data Entry, Image (Microform) Processing, Text Processing, Abstract Processing, Enhanced Document Processing, and Operational and User Support Services. The contractor Project Manager shall direct the activities associated with the production process, implementation and operation of the NRC NUDOCS document processing Information Facility. This shall not include the operation, development or maintenance of the NRC NUDOCS database management system application or the maintenance of NRC owned and operated Data General MV/40000 and the MV10000 minicomputer on which the NUDOCS document processing is performed.

The contractor shall, as part of this activity, be responsible for the overall administration of all contract documentation. This entails the maintenance of a master copy of all task documentation and of an offsite contingency copy of all necessary documentation. In particular, maintenance of the NUDOCS Operations Manual, frequently cited throughout this contract, shall be the responsibility of the contractor Project Manager and shall be updated within one month of any NRC Project Officer approved change to the processes. The contractor shall also be responsible for the maintenance of the NRC Project Officer's copy of the NUDOCS Operations Manual as well as providing the NRC Contracting Officer with updates to the manual.

The contractor Project Manager shall be responsible for the preparation and update of a contract contingency plan(s). This (these) document(s) shall cover a plan of operations in the event of an emergency that interrupts normal contract operations for which the contractor is responsible (i.e., the plan shall not address contingency planning for the mainframe on which the NUDOCS data is stored but shall address continued contract (long and short term) performance should facility, personnel or contractor provided site specific equipment (microfiche, etc.) result in the possibility of more than 24 clock hours of processing loss). This (these) contingency plan(s) shall be reviewed by the NRC Contracting Officer and the NRC Project Officer prior to their providing written approval for incorporation into the terms and conditions of the contract.

# C.1.2.2 Facility Management

The contractor shall be required to provide adequate space for equipment and personnel at one operating location to meet the requirements. This contractor office location shall be in close proximity to the NRC offices located in Bethesda and Rockville, Maryland. The NRC may provide space for contingency operations or functions to be performed at other Government facilities. The NRC may also direct that the facility be relocated to other corporate space should rental costs become disproportionately high, or should the changes in technology employed result in more flexible options for facility location. The contractor's responsibilities under this contingency are specified in Task 8.

The contractor shall be responsible for facility security. To this end, the contractor shall implement sufficient security procedures to prevent unauthorized access to the facility, develop and maintain a facility security plan and shall restrict access to related support areas in accordance with Federal Property Management Regulations 101-36.704.5. The contractor shall meet all the security requirements referred to in Section H entitled "Security."

The contractor shall be responsible for establishing an accounting/control mechanism for all Government Furnished Equipment (GFE) and supplies. Reports of GFE and supply usage shall be furnished to the NRC on a quarterly basis at the

done will a

direction of the NRC Project Officer.

## C.1.2.3 Program Management

The contractor Project Manager shall be directly responsible for providing input to the NRC regarding the impact of employment of new technology (i.e., text and image scanning and expert systems). These reviews will be required in order for the NRC to ascertain overall feasibility of approach based on anticipated modifications to the NUDOCS by systems development and maintenance personnel. The contractor Project Manager, as requested by the NRC Project Officer, shall provide impact reviews to the document processing operation including draft procedure changes, cost of operation impact assessments, and production level impact assessments. Additionally, the contractor Project Manager, as approved by the NRC Project Officer, shall establish an outline of and conduct Document Processing Reviews and other document processing analyses related to current industry document processing methods.

#### C.1.2.3.1 Training

The contractor shall provide for in-house training for new contractor employees in document encoding and abstracting, full-text and microfiche processing procedures. This training shall be performed so as to render new staff immediately productive. The contractor shall also provide bi-monthly workshop/ briefing sessions for public users of NUDOCS (see C.7.3.1 User Briefings and Workshops).

## C.1.2.3.2 Administrative Support

The contractor shall provide administrative capabilities to adequately support word processing/typing, photocopying, facsimile, clerical, and receptionist requirements.

The contractor shall be responsible for providing a vehicle(s) and personnel to act as courier(s) between the NRC locations and the contractor facility. The contractor shall provide for a minimum of four deliveries and pickups daily. Changes to established courier schedules shall be approved in advance of change in writing by the NRC Project Officer.

## C.1.2.3.3 Hardware Maintenance

The contractor Project Manager shall be responsible for securing maintenance agreements with proven, reputable vendors for maintenance on the government furnished equipment and hardware, unless maintenance for this equipment is provided by the government. The NRC will be responsible for costs to repair or replace government furnished equipment, inclusive of labor and parts, which exceed the maintenance agreements. All maintenance agreements shall be provided to the NRC Contracting Officer for review prior to signature by the contractor.

A hardware problem/maintenance report shall be submitted as part of the Monthly Progress Report. The report shall include all contractor and vendor maintenance, description of the problems and actions taken, and an accounting of the hours expended in hardware maintenance.

Maintenance of the terminals and microcomputers will be the responsibility of the NRC.

## C.1.3 Contract Deliverables

The contractor Project Manager shall be responsible for ensuring that all contract deliverables for each activity meet NRC requirements.

Attachment 3 lists the contract deliverables for each activity.

Task 2 - Document Encoding/Data Entry

# C.2.1 Introduction/Background

A bibliographic data record is created for all documents submitted for NUDOCS document processing. Bibliographic data records provide a brief description of the document in a standard format. This format represents the minimum level of detail for documents entered into the NUDOCS database management system. Attachment 1 provides a complete list of the data fields contained in bibliographic data records.

The task of Dorument Encoding/Data Entry encompasses the Document Preparation (sorting and arranging documents in priority processing level), Duplicate Check, Encoding, Quality Control and Bibliographic Data Record entry for all documents received, as well as the establishment and administration of special document processing services performed for various NRC offices. This is the most labor-intensive task in this contract and uses the largest number of staff hours.

There shall be three priority levels of documents to be processed that are distributed via the Regulatory Information Distribution System (RIDS). The documents which fall into each category will be determined by the NRC NUDOCS Section.

The first level which constitutes approximately 40% of the documents distributed via RIDS will be encoded at NRC onsite bibliographic location. The second level which constitutes approximately 20% of the RIDS distributed documents, will be processed on an expedited basis at the contractor facility. The third level, comprising the remaining 40% of RIDS distributed documents, will be processed at a lower priority at the contractor facility.

A daily average of 569 accession numbers (unique documents) is anticipated during the period. Subsequent to document data entry, the computer system automatically assigns to the data record a

unique ten-digit accession number, comprised of the year, month, date of record creation, and four-digit chronological number. Approximately 90% of accession numbers created daily will be from RIDS distributed documents. The contractor shall be able to process up to 597 accession numbers in any given 24-hour period. A FIGFO (First-In-Generally- First-Out) system is to be followed, with the normal turnaround time not to exceed two days. In the event that a weekly volume exceeds the maximum requirement of 2,985 accession numbers, the contractor shall immediately notify the NRC of the document backlog expected to occur, noting approximate number of unique documents and pages. The NRC Project Officer and the NRC Contracting Officer will review this information and make a determination whether the overtime clause of the contract or the changes clause apply and will provide written direction to the contractor. The daily average of 569 accession numbers constitutes the minimum level of performance for which the contractor shall be responsible.

If the creation of new bibliographic data records exceeds by 5% the expected volume of 569 daily average for more than 44 consecutive work days, it will be considered as an increase in the scope of work and a contract change order will be issued. If the creation of new accession numbers is less by 5% or more of the expected volume of a 569 daily average for more than 44 consecutive work days, the government reserves the right to reduce the scope of work and associated costs through contract modification.

## C.2.2 Task Management

The contractor shall be responsible for providing all personnel necessary to process the required daily volume of documents. The contractor shall maintain statistics and records indicating particulars such as documents received (by category), accession numbers created, changes made to existing data records, etc. The contractor shall also maintain statistics and records of staff hours expended, categorized in such a way as to allow prediction of future labor efforts, using such information as labor function and document type. The contractor shall maintain and update the Encoding related information contained in the NUDOCS Operations Manual. A copy of this manual shall be maintained offsite as a contingency copy.

Overall task management shall ensure smooth day-to-day operation, ensure prompt delivery of all task deliverables, accommodate new NRC document processing needs, anticipate processing problems, and allow for accurate prediction of future labor efforts and production rates.

# C.2.3 Operations

The Operations function of Task 2 shall include day-to-day document flow and document processing steps. These steps are; Encoding, Data Entry and Quality Control.

#### C.2.3.1 Encoding

The task of encoding involves emering all information necessary to create digital records. This includes all data a ements required for document distribution, trucking, and identification. This task will be performed by the contractor at both the NRC facility (Document Control Desk) and at the contractor facility, based upon the document categories described in Section C.2.1. All document encoding is performed in accordance with the Encoding procedures contained in the NUDDICS Operations Manual.

The contractor shall provide sufficient personnel to support document control, coding, and distribution at the NRC facility (Document Control Desk).

A compilation of all accession numbers created for documents placed in the NRC Public Document Room shall be produced monthly (NUREG-0540).

The contractor shall be responsible for providing the NRC with a magnetic tape of the data accession numbers created for the previous month as a task of Task 7. Therefore, encoding data entry and quality control activities shall be completed in sufficient time to provide for timely creation of this deliverable.

## C.2.3.2 Data Entry

The contractor shall be responsible for entering the bibliographic record contents onto the database and for updating/ correcting existing records. Data Entry shall be performed by the encoder on line to the database (Direct Entry).

# C.2.3.3 Quality Control

Since all products are constituted from the bibliographic data records, the data record shall be the basis for monitoring product quality. The contractor shall perform, at a minimum, a complete second pass quality review of all data elements against the hard copy document. Quality Assurance (QA) shall be conducted in conformance with the guidelines described in the NUDUCS Operations Manual.

Records processed by the contractor shall be at least 99% accurate. If in a monthly statistical sampling of 10% of records at least two weeks old the error rate exceeds 1% as described, the contractor shall institute a corrective additional quality assurance step. This shall be continued until a weekly sampling demonstrates that the accuracy rate meets or exceeds 99%. The contractor shall ensure corrective measures result in a return to 99% accuracy within 6 weeks or the government will take action to recover labor costs per error level. It shall be the responsibility of the contractor Project Manager to establish a mechanism for monitoring the accuracy. Keystroke and encoding errors will be counted individually in relation to the number of documents processed. The results of QA sampling shall be included

in the Monthly Progress Report.

### C.2.3.4 Vocabulary Control/Table Maintenance

The contractor shall be responsible for maintaining all existing coding tables used as reference and source materials for controlled fields on bibliographic data records. These include, but are not limited to, the Corporate Source Table, Affiliation Tables, Docket Description Tables, and the Task Table. All existing tables are listed in the NUDOCS Operations Manual. Approximately 20 additions to existing tables shall be required daily. The contractor is responsible for updating the Distribution and the Docket Database/Tables with prior approval of the NRC Project Officer for additions, deletions and changes.

Reference materials to support this activity will normally be provided by the NRC. These include current editions of the Thomas Register, the American Hospital Association Guide to the Health Care Field, Standard and Poor's Register, the College Handbook, the Electrical World Directory of Electric Utilities, and the United States Government Manual. The NRC will provide all other reference materials necessary for administering this activity. The NRC Project Officer will review and, if appropriate, approve contractor requests for reference materials. The contractor shall obtain the NRC Project Officer's written approval prior to acquiring additional reference materials.

## C.2.3.5 Key Word List/Thesaurus Maintenance

The contractor shall be responsible for the complete maintenance of the approved key word list/thesaurus. Tasks shall involve but not be limited to additions, deletions, redefinitions, global changes, etc. Decisions shall be based on contractor expertise and user input. Changes shall be circulated to the primary NRC user groups designated by the NRC Project Officer. Written authorization by the NRC Project Officer shall be obtained prior to implementation.

# C.2.3.6 Special Document Flow Administration

The contractor shall accommodate special variances in established document processing procedures at the direction of the NRC Project Officer. The following special document flows are established. The contractor shall maintain the ability to add to this list as necessary.

#### C.2.3.6.1 NUREGS

Current NUREG submissions average 375 per year (latest 3-year average). Given current volumes of all other flows, a maximum of 600 documents per year will be expected.

NUREGS form the baseline for the COMPILATION OF THE REGULATORY AND TECHNICAL REPORTS - NUREG-0304 (Abstract Journal). NRC will provide an abstract of approximately 200 words in length with each

NUREG document sent for processing. Complete descriptions and examples of the Abstract Journal are found in the NUDOCS Operations Manual.

## C.2.3.6.2 Drawings

The contractor shall be responsible for processing oversize engineering drawings and externally-produced aperture cards that are routinely received in the regular document flow. For the purpose of encoding, only oversize drawings larger than 11" X 17" and which contain the necessary encoding elements, shall be captured/processed as unique records. Oversize drawings shall be filmed on aperture cards and the aperture cards duplicated and distributed along with regular microfiche (see Activity 3 - Image Processing (Microform) for detail). Existing special document processing paths shall be maintained by the contractor as described in the NUDOCS Operations Manual. The contractor shall be responsible for processing up to 19 oversize drawings daily. If on any day more than 19 drawings are received for 24-hour processing, they shall be processed to bring the daily accession number total up to 569.

# C.2.3.6.3 Office of the Secretary (SECY) Document Flow

Because the NRC Office of the Secretary, Docketing and Services Branch (DSB), has a need for rapid turnaround of legal documents generated as part of the NRC hearings, a special document flow path has been established and shall be maintained by the contractor as described in the NUDOCS Operations Manual. The contractor shall be responsible for creating up to 46 accession numbers daily as a result of this document flow. If the daily numbers daily as a result of this document flow. If the daily average of accession numbers exceeds 46 for 44 consecutive work days, it will be considered a change in accordance with the Changes Clause of this contract.

Daily and monthly listings of DSB material shall be generated and provided to DSB and to the Atomic Safety and Licensing Board Panel. The contractor shall effect any changes to the listings, whether in format or content, as soon as practicable upon DSB's request and upon approval by the NRC Project Officer.

# C.2.3.6.4 Freedom of Information Act Documents

The contractor shall maintain existing document processing procedures to accommodate documents generated as a result of requests sent to the NRC under the Freedom of Information Act requests sent to the NRC under the Freedom of Information Act (FOIA). These procedures are described in detail in the NUDOCS (POIA). These procedures are described in detail in the average, Operations Manual. FOIA document packages shall, on the average, result in the creation of 10 times the number of records produced from other NRC documents. Statistics shall be maintained from other NRC documents. Statistics shall be maintained separately for this document flow. FOIA documents have the lowest processing priority, and are processed only when processing processing priority for FOIA documents will be record average. Processing priority for FOIA documents will be determined by the Project Officer. Any backlog of documents to be

processed shall be reported by the contractor in the Weekly Production Indicators Report and Monthly Progress Report.

## C.2.3.6.5 Library Codes and Standards

The contractor shall maintain the exsisting special document processing flow established for the NRC Library codes and standards. These procedures are discussed in detail in the NUDOCS Operations Manual. The volume of this document flow is approximately 5 documents monthly.

# C.2.3.6.6. Nuclear Materials Safety and Safeguards

The contractor shall process approximately 70 documents per week in accordance with procedures established by Information Resources Management/Nuclear Material Safety and Safeguards (IRM/NMSS) by text processing (see 4.1, 4.3 and NUDOCS Operations Manual). This effort shall include scanning documents through an optical scanner, performing editing and quality control checks, converting documents to ASCII from the digitized hard copy, performing source capture of electronic version of documents from the IBM 5520 system or the Agency Upgrade of Technology for Office Systems (AUTOS) Local Area Network (LAN), and creating bibliographic records.

# Task 3 - Image Processing (Microform)

# C.3.1 Introduction/Background

NRC uses a microfiche-based system for document storage and retrieval. An image (microfiche or aperture card) is created for all documents submitted for NUDOCS document processing. Microfiche of documents are created in the following categories:

- Public - Publicly available documents

- CF (Central File) - Non-publicly available documents (excludes proprietary)

Prop - Proprietary Information

Sets of publicly available microfiche are provided to the NRC Public Document Room, the Local Public Document Rooms, the National Technical Information Service and specific National Laboratories.

NRC requires the cont or to maintain the existing microfilm production, duplication, and dissemination procedures and equipment. Note that while packed 48X microfiche is the standard, titled 24X microfiche and 35 mm aperture cards are used to meet specific needs. The daily PDR accession list is produced using titled 24X microfiche.

Daily averages of 9,438 filmed 48x images and 26 silver halide originals (48X fiche) for archival storage are anticipated. The NRC estimates that a daily average of 100 aperture cards will be produced. The contractor shall produce images and aperture cards

in compliance with all specifications as presented in NRC Management Directive 3 21 "Micrographics Management."

The contractor shall be able to process up to a 5% volume increase in any given 24 hour period, to include, 9,910 48% images and 105 Aperture Cards.

In the event that a weekly volume exceeds the maximum requirement of 49,550 filmed 48X images, processing turnaround times shall be extended by the NRC to accommodate the increased workload for each succeeding day that the filming volumes remain above the daily maximum of 9,910 (48X). Similar procedures shall be followed when the volume of aperture cards exceed 525 per week. If the filming of new images (either 48X or aperture cards) exceeds by 5% the daily averages for more than 44 consecutive work days, it shall be considered a change in accordance with the Changes Clause of this contract.

## C.3.2 Task Management

The contractor shall be responsible for providing the personnel necessary for timely processing of NRC documents through micrographic operations. The training of all micrographics personnel shall be the responsibility of the contractor.

The contractor shall maintain statistics and records in all micrographics areas indicating items such as process control, quality control, hours worked and microform deliverables. Due to the frequently inconsistent document flow, the contractor shall be responsible for cross-training personnel in micrographics tasks in order to maintain a flexible staff to ensure timely document processing.

The contractor shall maintain microfiche and aperture card filming logs, duplication logs, Quality Control logs, and delivery logs. The contractor shall also maintain and update the micrographics related information contained in the NUDOCS Operations Manual as changes occur.

## C.3.3 Operations

The operations functions include: document receipt and sort, document preparation for filming, document filming, film processing, quality assurance and document/microform distribution. Special document flows or processing steps unique to a particular document type are described separately.

# C.3.3.1 Document Receipt and Sort

The contractor shall pick-up the shipments of documents from the NRC four times daily. The contractor shall ensure that the documents are properly sorted by filming type and availability as described in the NUDOCS Operations Manual. The contractor shall maintain records depicting the number of documents received, classified by such categories as priority, filming type, and

availability. This information shall be reported weekly to the NRC Project Officer in the Weekly Production Indicators Report and shall be contained in the Monthly Progress Report.

# C.3.3.2 Document Preparation for Filming

The contractor shall prepare all documents for 48%, 24% or 35mm aperture card filming. This preparation shall consist of removing all bindings and labeling and sorting the documents for filming.

Documents submitted for processing shall comply with NRC Management Directive 3.5 "Nuclear Documents Management System" requirements regarding size and readability. Before microfilming, all documents must be conformed to a physical state acceptable to the microfiche camera. The contractor shall effect this by removing all bindings, folding 11" X 17" documents, bursting computer printouts, or marking oversize drawings to be filmed on aperture cards. It is the responsibility of the contractor to ensure that all documents are restored as nearly as possible to the original condition after filming. The contractor shall be responsible for ensuring that documents are not damaged in reassembly (no rubber band cuts of pages, etc.).

The contractor shall ensure that the documents prepared for microfilming are divided into distinct groups based on priority processing, filming type, and availability. This shall ensure that all documents are filmed on the correct microfiche series and reduction ratios.

## C.3.3.3 Document Filming

The contractor shall film documents in two types of microform; microfiche and aperture cards, in accordance with the following procedures: (The contractor shall refer to the NUDOCS Operations Manual for additional detail).

#### C.3.3.3.1 48X Microfiche

Documents requiring 48% format are filmed on the NRC-provided microfilm cameras. As the document is filmed on 48% microfic its unique computer assigned identifier (accession number) sh be keyed into a microcomputer by the camera operator. This will provide a mechanism for tracking the fiche and frame number addresses of each document. These addresses shall be entered through updates to the main computer database, completing the document bibliographic data record entry. As documents are filmed, a three-digit frame number shall be displayed and exposed on film in a vertical position to the left of each exposed frame. Frame numbers shall run in consecutive order from 001 to 364 within each 48% microfiche. Once the filming of documents has been completed and address information has been transferred to the main computer database, a computer printout listing accession, fiche, and frame numbers shall be produced and forwarded to the QC area. The hard copy documents and processed microfiche shall also be forwarded to the QC area for inspection. Processing volume

details and production variations are addressed in Section 3.1. However, in any one week, the contractor shall be responsible for producing the following minimum/maximum quantities of 48% processing items:

	Weekly Weekly		Mandaum
Item 1. 2. 3. C.3.3.3.3.	Images Silver Halide Original Microfiche Duplicate Sets of Microfiche Aperture Cards	Minimum 47,073 129 168	Maximum 49,550 136 177

All oversize document pages which exceed 8 1/2" X 11" in size shall be filmed on aperture cards containing pre-mounted 35mm silver film chips. Pages larger than 8 1/2" X 11", up to but not exceeding 11" X 17", shall be filmed on 48X microfiche and aperture cards. This does not pertain to the processing of the PDR Daily Accession Lists.

Processing volume details and production variations are addressed in Section 3.1; however, in any one week, the contractor shall be responsible for producing the following minimum/maximum quantities of aperture card processing items:

Item	Weekly Minimum	Weekly Maximum
1. Aperture Cards	499	525
2. Duplicate Sets Aperture Cards	4	5

# C.3.3.3.3 Film Processing

All 105mm microfiche shall be processed using a conventional method which shall produce microfilm with a black or blue image appearing on a clear backing. Microfilm processed shall be in compliance with standards established by the National Archives and Records Administration (NARA) and the General Services Administration (GSA), which are incorporated herein by reference.

# C.3.3.4 Quality Control

Quality Control procedures address both film characteristics and accuracy of the database with respect to the microfiche location field. These procedures are summarized in the following paragraphs. Detailed procedures are given in the NUDOCS Operations Manual.

# C.3.3.4.1 Microfilm Addresses

As described in Section C.3.3.3.1, a printout shall be produced listing the 48% microfilm addresses in relation to the microfiche filmed. The QC printout list shall include accession numbers, fiche numbers, and beginning and ending frame numbers. Each frame of every fiche shall be checked against the QC lists to confirm

proper data entry and positioning at time of filming. Refer to Section C.2.3 for details for maintaining/assessing quality standards for the NUDOCS database.

# C.3.3.4.2 Resolution and Density

Resolution targets shall be filmed as the lost frame(s) of each 48% microfiche. The resolution targets of each microfiche shall be inspected using a microscope to ensure compliance with NARA resolution requirements. PDR Daily Accession Lists filmed on 24% microfiche shall not include resolution targets. To ensure proper densities are being achieved during production, densities of all microforms shall be monitored using a calibrated densitometer. Fiche shall also be inspected periodically to assure proper format alignment within grid specifications. Similar resolution and density tests shall be performed on all processed aperture cards.

# C.3.3.4.3 Archival Testing

The contractor shall be required to submit film samples weekly of processed 105mm microfilm to a qualified laboratory for residual thiosulfate testing. These tests are mandatory in order to maintain consistent production of archival quality microfilm Records of test results shall be maintained on-site by the contractor and shall be available for NRC inspection. Additionally, periodic tests shall be performed on aperture card film chips processed. These tests shall be performed, at a minimum, on a quarterly basis.

# C.3.3.5 Microform Duplication

The following paragraphs summarize the duplication requirements for microfiche and aperture cards as detailed in the MUDOCS Operations Manual.

# C.3.3.5.1 Distribution of Microfiche

Duplicate microfiche for distribution shall be produced using a black or blue image appearing diazo film. Public Document Room (PDR) and Central Files (CF) available microfiche shall be duplicated on non-strip film.

Proprietary microfiche shall be duplicated on yellow strip film. Duplicate fiche shall be collated maintaining a sequential order and placed into acid-free fiche envelopes in preparation for deliveries.

Attachment 3 lists offices authorized for delivery of NRC NUDOCS microforms, office locations, types and quantity of microforms delivered, frequency of deliveries, and distribution and maintenance responsibilities. The schedule of deliveries may be amended upon direction of the NRC Project Officer.

The contractor shall be responsible for producing approximately 168 to 177 sets of 48X diazo duplicates weekly.

#### C.3.3.5.2 Aperture Cards

All PDR and CF aperture cards shall be reproduced using pre-printed salmon colored diazo aperture cards. Aperture cards containing proprietary information shall be reproduced using yellow diazo aperture cards. Following duplication, the regular flow duplicate aperture cards shall have the corresponding accession number title on each. All aperture cards shall be arranged in accession number order. In any one week, the contractor shall be responsible for producing approximately 4 to 5 sets of duplicate aperture cards.

## C.3.3.6 Document/Microform Distribution

This task addresses the return of processed documents to the NRC and the delivery and maintenance of microform products as detailed in the NUDOCS Operations Manual.

### C.3.3.6.1 Document Recompilation

Following filming, individual documents are to be recompiled in their original order for return to the NRC. The documents shall be batched according to priority and availability and clearly marked. The contractor shall deliver documents to the designated NRC staff after processing. This process shall be completed within five working days after receiving the documents from the NRC.

# C.3.3.6.2 Microform Deliveries

All local deliveries of duplicate 48% microfiche and aperture cards shall be performed by the contractor courier. Microforms to the NRC's remote office locations and LPDRs shall be packaged in accordance with USPS regulations and sent to NRC for mailing.

## C.3.3.6.3 Tub File Audits

Audits of the 48% microfiche tub files shall be normally performed annually by the contractor, with the exception of the two PDR tub files which shall be audited every four months. The contractor shall be responsible for replacing missing, misfiled, or damaged microfiche. Audits of tub files located other than in the Washington, D.C. Metropolitan area (NRC headquarters) shall not be performed unless approved in advance by the NRC Project Officer.

In addition to the required audits, the contractor shall be responsible for the timely replacement of any missing, damaged, or scratched 48% microfiche reported by the NRC and retrieve microform as directed by NRC. Replacement microfiche will be processed in accordance with duplicate production maximums established in C.3.3.6.1.

# C.3.3.6.4 Processing of Microfilm Address Records

The contractor microfiche camera operator shall call for the run of the microfiche Titler Interface Program (TIP) in order to transfer microfiche address records from the microcomputer Titler system to the NUDOCS database management system and to clear the microfiche address file from the Titler system so that more records can be stored.

The TIP program shall normally be run several times a day. The daily microfiche address records are accumulated in a file on the NUDOCS database management system. The NUDOCS database management system query files are normally updated by this file during the evening shift. The contractor shall ensure that operator instructions are provided for the daytime and evening activities and provide these to the NRC Project Officer for delivery to the Computer Operations Supervisor.

### Task 4. Text Processing

## C.4.1 Introduction/Background

In addition to encoding the bibliographic data record information, up to 10% (57 documents daily) of all documents designated for NUDOCS document processing shall be captured in full text. Only documents relating to certain categories or subject areas are captured in full text in NUDOCS database management system. Documents designated for full text processing may either be received in hard copy or electronic format. Approximately 37,000 documents have been captured as full text in NUDOCS database management system. Full text augments the Bibliographic Data Record by capturing the text body of the document.

The following is a complete list of documents that are currently captured in full text in NUDOCS:

- Advisory Committee on Nuclear Waste (ACNW) Reports -(1988-present)
- Advisory Committee on Reactor Safety (ACRS) and Advisory Committee on Nuclear Waste (ACNW) full committee minutes and subcommittee minutes (1990 - present)
- ASLBP hearing transcripts on Seabrook (1988 1989)
- Congressional Correspondence (Congressional questions and answers and selected correspondence 1988 present)
- Enforcement Notifications (February 1990 present)
- Generic Letters (mid-November 1988 present)
- High Level Waste Repository (HLWR) documents (April 1988 present)
- ITS News
- Licensee Event Reports (1984 present)
- NRC Bulletins (mid-November, 1988 present)
- NRC Information Notices (1987 present)
- Regulatory Guides (mid-November 1988 present)
- Title 10 of the Code of Federal Regulations

## C.4.2 Task Management

The contractor shall be responsible for providing all personnel necessary to process the required daily volume of documents (57 minimum to 60 maximum). The contractor shall maintain statistics and records indicating particulars such as documents received (by category), format of submittal (hard copy or electronic), number of documents and pages captured, etc. The contractor shall also maintain statistics and records of staff hours expended, categorized so as to allow prediction of future labor costs.

The NRC will determine what document types will be selected for full text processing and the priority in which they will be processed. If the creation of full text entries exceeds by 5% the expected volume of 57 documents per day for more than 44 consecutive work days, it will be considered as an increase in the scope of work and a contract change order will be issued. If the creation of full text entries is less by 5% or more of the expected volume of 57 daily average for more than 44 consecutive work days, the government reserves the right to reduce the scope of work and associated costs through contract modification. If the creation of full text entries exceeds by 5% the expected volume of 57 daily average for more than 44 consecutive work days, it will be considered an increase in the scope of work and a contract change order will be issued.

#### C.4.3 Operations

During the term of this contract, approximately 10% (57 documents daily) of new accessions shall be stored in full text on the system for search and retrieval. These documents shall require scanning (if not available in machine readable form) or text conversion processing. The contractor shall also prepare to phase in high density, low cost storage media such as optical disk, upon direction of NRC. The contractor shall be responsible for the text processing operations (OCR scanning, text conversion, direct transmission, etc.) that support the full text search and retrieval functions of the NUDOCS database management system. The contractor shall be responsible for the entering of the full text into the NUDOCS database management system and the associated bibliographic record shall be updated to reflect the availability of the full text of the document.

# C.4.3.1 Nuclear Materials Safety and Safeguards

The contractor shall process approximately 70 documents per week in accordance with procedures established by Information Resources Management/Nuclear Material Safety and Safeguards (IRM/NMSS) by text processing.

This effort shall include scanning documents through an optical scanner, performing editing and quality control checks, converting documents to ASCII from the digitized hard copy, performing source capture of electronic version of documents from the IBM 5520 system or the Agency Upgrade of Technology for Office Systems (AUTOS) Local Area Network (LAN), and creating bibliographic record entries.

## C.4.3.2 Quality Control

The contractor shall be responsible for the complete quality control of documents processed in full text ensuring that the format of the text is the same as that of the original document. Detailed procedures are provided in the NUDOCS Operations Manual.

## Task 5. Abstract Processing

## C.5.1 Introduction/Background

In addition to encoding the bibliographic data record information, up to 10% (57 documents daily) of all documents processed through NUDOCS document process shall be abstracted according to the NRC approved NUDOCS abstracting plan.

Abstracts are created for certain categories of documents. The following is a complete list of documents for which abstracts are created:

- Applications for Operating License Amendments (March 1988 - present)

- Audit, Test and Safety and Technical Analysis Reports (March 1988 - January 1990)

- Emergency Plans and Procedures and related revisions (March 1988 - present)

- Environmental Analysis and related reports (March 1988 - January 1990)

- Federal Regulations and Federal Register Notices (March 1988 - January 1990)

- NRC Bulletins, Circulars and Information Notices (March 1988 - January 1990)

- Inspection Reports (March 1988 - present)

- Large HLWR DOE documents over 100 pages (March 1988 present)
   Licensees, Amendments to Licenses and Permits (March 1988 -
- January 1990)
   Non-Transcript Legal Documents from ASLBP, ASLAP, and NRC (March 1988 present)

- NUREG Reports (1984 - present)

- Office of Analysis and Evaluation of Operational Data (AEOD)
  Reports (1988 present)
- Office of Secretary of the Commission (SECY) Reports (1988 present)
- Preliminary Notification of Occurrence (PNO) (March 1988 present)
- Regulatory and Safety Guides and Review Plans (March 1988 January 1990)
- Systematic Assessment of Licensee Performance (SALP) Reports (1988 present)

## C.5.2 Task Management

The contractor shall be responsible for providing all personnel necessary to process the required daily volume of documents

(minimum of 57 to maximum of 60). The contractor shall maintain statistics and records on the number of documents abstracted. The NRC may determine additional document types that should be selected for abstract processing and will determine the priority in which documents will be abstracted.

daily volume of 57 documents for more than 44 consecutive work days, it will be considered as an increase in the scope of work and a contract change order will be issued. If the creation of new accession numbers is less by 5% or more of the expected volume of 57 daily average for more than 44 consecutive work days, the government reserves the right to reduce the scope of work and associated costs through contract modification.

#### C.5.3 Operations

The contractor shall implement NRC approved specifications and procedures (as specified in the NUDOCS Operations Manual) for generating an abstract for each document. The objective for the abstract is to provide an abbreviated surrogate for the full text of the document which is suitable for browsing by users and which may be searched by subject to identify items relevant to user needs.

Where possible, an informative abstract shall be generated. Abstracts will be approximately 100-200 words long. When this is not possible, a short descriptive abstract or note shall be provided. These abstracts shall be entered to the NUDOCS database management system and the associated bibliographic record shall be updated to reflect the availability of the abstract.

Where justified, new documents shall be entered by machine scanning. Where possible, new documents will be delivered to the contractor in machine readable form to facilitate entering them directly.

#### C.5.3.1 NUREGS

Current NUREG submissions average 375 per year (latest 3-year average). Given current volumes of all other flows, a maximum of 600 documents per year is expected. NUREGs form the baseline for the COMPILATION OF THE REGULATORY AND TECHNICAL REPORTS - NUREG-0304 (Abstract Journal). NRC will provide an abstract of approximately 200 words in length with each NUREG document sent for processing. Complete descriptions and examples of the Abstract Journal are found in the NUDOCS Operations Manual.

# C.5.3.2 Quality Control

The contractor shall be responsible for the complete quality control of the abstracts which includes being held accountable for content, form, style, spelling, abbreviations, etc.

Detailed procedures are provided in the NUDOCS Operations Manual.

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# Task 6. Enhanced Document Processing

## C.6.1 Introduction/Background

The NRC has a continuing interest in developing more expeditious and cost-efficient methods of document processing, specifically those related to the data entry processes and procedures delivered under this contract. The contractor is responsible for review and analysis of the existing procedures and process in order to propose to the NRC more efficient and cost effective solutions that will improve document throughput and reduce NRC staff effort to retrieve information from the system.

### C.6.2 Task Management

The contractor shall undertake a continuous and on-going review of the existing data elements, with the NRC Project Officer, to look for improvements and efficiencies in all data entry fields. The contractor shall maintain awareness of state-of-the-art developments related to performing the document processing under this contract. The objective of any enhancement is to retain only those data elements which have substantial retrieval value and to expedite the delivery of information to the agency staff. The contractor shall make suggestions to the NRC Project Officer for such enhancements.

#### C.6.3 Review

Examples of such a review might include but not be limited to the following:

The contractor shall review the existing TITLE field with the NRC Publications Office, through the NRC Project Officer, to determine the desirability of providing a more readable title for the TITLE LIST publications. This shall include enhanced subject term content for search capabilities. The contractor shall provide a specification and procedure for generating the enhanced TITLE field.

The contractor shall examine knowledge based software in the area of encoding and definition of procedural system interfaces with the NRC's wordprocessing network to provide for reduced costs in the area of text processing.

#### C.6.4 Approval

The contractor shall propose areas of review to the NRC Project Officer including a review plan and schedule. The contractor shall obtain approval for the review from the NRC Project Officer prior to commencement of a detailed review.

# Task 7 - Operational and User Support Services

# C.7.1 Introduction/Background

NUDOCS database management system users are NRC professional, administrative and technical personnel, members of the public, and licensees. The information on the database is used for a variety of regulatory efforts and must be accessible to these individuals regardless of their level of understanding of computer information systems or its data. Telecommunications to the database by off-site NRC user workstations are effected by direct dial-up phone lines, multiplexors, and modems.

### C.7.2 Task Management

The contractor shall provide all personnel necessary to perform the user support requirements. The contractor shall maintain a log of work performed which shall, at a minimum: categorize hot-line calls; and detail the quantities, requests for and types of special computer-generated reports, and generation of standard deliverable reports and tapes.

### C.7.3 Operations

To acquaint large numbers of personnel with the system efficiently, training sessions are required. Formal classroom training is not within the scope of this contract and is delivered under other contract vehicles managed by the NRC. However, input to course development requiring specific knowledge of the system and the data contained in the system is defined as a responsibility of this contract. The contractor shall provide for training program materials, offer introductory sessions at the contractor facility (small group) for user support staff, NRC contractors and Public clients, and deliver briefings and workshops at NRC facilities (including regional locations) and provide for advanced or specialized sessions arranged at the request of the NRC.

A new occasional user will need on-going assistance in retrieval. The contractor shall provide written materials describing the workstation, keyboard special functions, terminology, construction of codes, sign-on and record retrieval procedures at each workstation to meet this requirement.

The contractor shall also staff a "hot-line" phone number to answer user questions, troubleshoot, and respond to questions concerning data, and workstation questions that are not common or microcomputer related; provide a referral service for vendor software, telecommunications and machine problems that are provided for through other agency contracts; process special printout requests and provide searching support for users who are not proficient and have an immediate need. The contractor shall also maintain and update the NUDOCS Operations Manual on a monthly basis. The contractor must receive the NRC Project Officer's approval prior to issuing changes. Activity management shall ensure a responsive mechanism for providing both routine and specialized assistance to NRC users. User comments, suggestions, complaints, etc., are to be documented along with proposed

corrective action and presented in the Monthly Progress Report.

# C.7.3.1 User Briefings and Workshops

The contractor shall maintain user briefing/training program materials. Advanced sessions tailored to specific usage of the system shall be conducted at the convenience of the NRC. The contractor shall provide up to 160 hours of individualized workshops/briefings on an as-needed basis per year. Annual workshop visits may be made by contractor personnel to the five NRC Regional Offices, Technical Training Center, and the Uranium Recovery Field Office, Denver, Colorado or other sites as directed by the NRC Project Officer. The NRC Project Officer must approve in advance any travel to the regions or other distant locations for workshop/briefing sessions and bi-monthly sessions for public users.

The contractor shall provide the following user materials: On-site Familiarization Manual, Pocket Guides, and additional handouts concerning special areas of interest as needed.

## C.7.3.1.1 User Manuals

The contractor shall be responsible for the generation of the NUDOCS database management system Users Manual and related documentation. The contractor shall also be responsible for maintaining the Master Copy of the Users Manual.

## C.7.3.1.2 ITS Newsletter

The contractor shall suggest topics for the NRC Project Officer's approval for articles to appear in the ITS Newsletter on a quarterly basis. The contractor shall be responsible for developing and writing a comprehensive informational article to be included in the ITS Newsletter on the topic approved by the NRC Project Officer.

The contractor shall submit the draft article to the NRC Project Officer for review and comment, edit the resulting copy, and resubmit the article for final approval and publication.

## C.7.3.2 User Assistance

The contractor shall provide support services to users as described below:

# C.7.3.2.1 Hot Line Maintenance

The contractor shall maintain and staff a "hot-line" telephone to provide user assistance. During the hours of 8:00 a.m. to 5:00 p.m., Eastern Time, the hot-line shall be staffed by a contractor employee who is able to validate the availability of the application system, and answer questions about search selection, ad hoc report generation and corrections to data on the system, and provide proper referral to other agency components if the

question relates to vendor software or telecommunications.

The originator, subject and detailed resolution of hot line calls and other assistance shall be completed and included in the Monthly Progress Report.

## C.7.3.2.2 Ad Hoc Reports

The contractor shall process all requests for ad hoc reports or special printouts from the users. A log of all ad hoc requests and subsequent actions, shall be maintained by the contractor. These reports shall be generated utilizing standard query language capabilities (do not require programming at the level of an applications programmer) or shall be submitted with appropriate parameter settings as preprogrammed (supplied by the NRC) batch jobs.

# C.7.3.2.3 User Workstation Maintenance

The contractor shall be responsible for regularly inspecting the local user workstations to ensure that all equipment is operational (PCs and peripherals, microfiche reader/printers, and telecommunications equipment, etc.). Equipment in need of repair or maintenance shall be reported to the appropriate NRC providers of maintenance service and verified on subsequent inspection checks. Inspections shall at a minimum be performed on the same schedule as the delivery of contractor-produced microform to user workstations.

## C.7.3.2.4 Report Generation

The contractor shall produce both scheduled (deliverable reports and tapes as defined in Attachment 3) and ad-hoc reports in a timely manner. The contractor shall combine ad-hoc report requests where possible. If any ad-hoc report is expected to entail more than 4 hours combined run and print time, prior written approval of the Project Officer must first be obtained. If such a report is expected to be run on a routine (fixed occurrence) basis, the NRC Project Officer shall be provided with this information along with the batch job name, the name of the requester (the NRC Project Officer shall ensure that an appropriate modification to the deliverables section of this contract shall be made) and parameter settings for delivery to the Computer Operations Supervisor. When reports are printed, it shall be the responsibility of the contractor to ensure accuracy and completeness of the report and delivery to the user requesting the report.

The contractor shall enter NRC-provided abstract and index terms and associate them with the data record by accession number for a maximum of 600 NUREG documents annually. The contractor shall also provide three quarterly tapes and one cumulative annual magnetic tape of the Abstract Journal to the NRC as specified in the NUDOCS Operations Manual.

question relates to vendor software or telecommunications.

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# C.7.3.2.4 Report Generation

The contractor shall produce both scheduled (deliverable reports and tapes as defined in Attachment 3) and ad-hoc reports in a timely manner. The contractor shall combine ad-hoc report requests where possible. If any ad-hoc report is expected to entail more than 4 hours combined run and print time, prior written approval of the Project Officer must first be obtained. If such a report is expected to be run on a routine (fixed occurrence) basis, the NRC Project Officer shall be provided with this information along with the batch job name, the name of the requester (the NRC Project Officer shall ensure that an appropriate modification to the deliverables section of this contract shall be made) and parameter settings for delivery to the Computer Operations Supervisor. When reports are printed, it shall be the responsibility of the contractor to ensure accuracy and completeness of the report and delivery to the user requesting the report.

The contractor shall enter NRC-provided abstract and index terms and associate them with the data record by accession number for a maximum of 600 NUREG documents annually. The contractor shall also provide three quarterly tapes and one cumulative annual magnetic tape of the Abstract Journal to the NRC as specified in the NUDOCS Operations Manual.

The contractor shall provide a monthly tape entitled "Title List Journal" (NUREG-0540) which consists of all publicly available documents processed through NUDOCS each month. The contractor shall provide tapes to the NRC as specified in the NUDOCS Operations Manual.

Task 8 - Relocating the NUDOCS Facility

## C.8.1 Introduction/Background

It is not presently planned to relocate the NUDOCS Information Facility to other corporate space. However, it is possible that at least one move may occur at some point in the life of this contract.

#### C.8.2 Move Plan

The contractor shall provide a plan for relocating the NUDOCS Information Facility to other corporate space at the request of the NRC Contracting Officer.

At a minimum the plan shall include:

- Anticipated cost
- Proposed schedule
- Technical approach
- Anticipated problems
- Alternatives to cope with service disruption
- A facility layout redesign

#### C.8.3 Moving

Offerors must include a cost estimate for relocating the NUDOCS Information Facility in their cost proposal.

The contractor shall be responsible for providing all personnel and equipment necessary to relocate the NUDOCS Information Facility after receiving approval from the NRC Contracting Officer and NRC Project Officer. This service may be provided by contractor personnel or may be subcontracted.

# C.9 TRAVEL APPROVALS (MAR 15HT)

- a. All domestic trave reusines the prior spendral of the Project Officer.
- b. All foreign travel must be approved in advance by the NRC on NRC Form 445 and shall be in compliance with 52 247-63, Preference For U.S. Flag Air Carriers. Such approval will be communicated in writing through the Contracting Officer.

## SECTION D - PACKAGING AND MARKING

## D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

# SECTION E - INSPECTION AND ACCEPTANCE

# E.1 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

## SECTION F - DELIVERIES OR PERFORMANCE

# F.1 PREPARATION OF TECHNICAL REPORTS (JUN 1991)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached NRC Handbook 3.8. NRC Handbook 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See Section J for list of Attachments).

## [End of Clause]

# F.2 TECHNICAL PROGRESS REPORT (OMB CLEARANCE NUMBER 3150-0112) (JUN 1988)

The Contractor shall provide a monthly Technical Progress Report to the Project Officer and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

- a. A listing of the efforts completed during the period;
   milestones reached or, if missed, an explanation provided;
- b. Any problems or delays encountered or anticipated and recommendations for resolution; (if the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the Contractor shall submit a separate letter to the Contracting Officer identifying the required change and estimated cost impact).
  - c. A summary of progress to date; and
  - d. Plans for the next reporting period.

# [End of Clause]

# F.3 FINANCIAL STATUS REPORT (OMB CLEARANCE NUMBER 3150-0112) (JUN 1988)

The Contractor shall provide a monthly Financial Status Report to the Project Officer and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

1) Total Estimated Contract Amount.

2) Total Funds Obligated to Date.

3) Total Costs Incurred This Reporting Period.

4) Total Costs Incurred to Date.

5) Provide a detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.

Balance of Obligations Remaining.

7) Balance of Funds Required to Complete Contract/Task Order.

8) CSP Status:

- (a) Project Percentage (%) of Completion cumulative through the report period for the Project/Task Order as reflected in the current CSP.
- (b) Indicate if there has been a significant change in the original Contractor Spending Plan (CSP) projection in either dollars or percentage of completion. Identify what the change is, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to this item 8.
- 9) A revised CSP is required with the Financial Status Report whenever the Contractor or the Contracting Officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.

If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as backup to the official request for funding required in accordance with the Limitation of Cost (LOC) clause, FAR 52.232-20, or the Limitation of Funds (LOF) clause, FAR 52.232-22.

[End of Clause]

F. 4 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

(a) Project Officer (4 copies)

(b) Contracting Officer (1 copy)

[End of Clause]

F. 5 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE II (MAR 1987)

This contract shall commence on \_\_\_\_ and will expire on \_\_\_\_ \*\_\_ . The term of this contract may be extended at the option of the Government for an additional \_\_\_ \*\_\_.

[End of Clause]

# F.6 REPORTING REQUIREMENTS (SPECIAL)

The contractor shall maintain an accurate account of all expenditures, direct labor charges, direct labor hours per activity/task, other direct (non labor) charges, indirect costs, and all resources expended or projected. These records shall be maintained in a systematic manner that allows accurate prediction of future efforts and costs, and shall be available for NRC inspection without prior notice.

The contractor shall provide a Weekly Production Indicators Report to the NRC Project Officer and other NRC staff (see Attachment 3 Contract Deliverables) that gives a full accounting of document handling and processing statistics.

There shall be three priority levels of documents processed that are distributed via the Regulatory Information Distribution System (RIDS). The documents which fall into each category will be determined by the NRC NUDOCS Section.

The first level which constitutes approximately 40% of the documents distributed via the Regulatory Information Distribution System (RIDS) will be indexed at the NRC on-site bibliographic location. The second level, which constitutes approximately 20% of the RIDS distributed documents, will be processed on an expedited basis at the contractor facility, with normal turnaround time not to exceed two days. The third level, comprising the remaining 40% of RIDS distributed documents, will be processed at a lower priority at the contractor facility.

Weekly Production Indicators Report shall include but not be limited to:

- number of standalone documents received in each of the priority processing categories;

number of unique documents (NUDOCS ANOs) produced in each of

the priority processing categories;

number of micrographic items produced; pages and documents;
 number of duplicate documents and duplicate enclosures

received; - listing of special ad hoc computer reports generated;

list of rejected documents and cause for rejection;
 number of standalone documents abstracted;

- number of standalone documents captured in full text;

- number of pages captured in full text.

The contractor shall provide a Monthly Progress Report for each Task to the NRC Project Officer and other NRC staff (see Attachment 3 Contract Deliverables).

Monthly Progress Report shall include but not be limited to:

- identification of each task;

 a summary of work performed during the reporting period for each task, including appropriate statistics;

 a discussion of current problems, the proposed corrective action, and an analysis of impact on other parts of the system;

a discussion of project plans;

 a prospective listing of project deliverables and their schedules;

 major activities, accomplishments, status and associated staff hours expended;

results of Quality Assurance sampling of data elements;

- Hardware Problem and Maintenance Report;

 list of calls placed to the Hot Line which includes the originator, subject and resolution of the call;

- recommendations for cost efficiencies;

suggestions for information retrieval efficiencies;

total monthly production per activity (i.e.,

- number of pages for Image processing (micrographics),
- number of pages for Full Text processing,
- number of Accession Numbers for Encoding,
- number of Accession Numbers Abstracting).

total monthly Accession Numbers processed;

- total monthly Accession Numbers processed in full text;
   status of user suggestions received via electronic system;
- documentation report program change log;

- user statistics.

The contractor shall provide on a monthly basis and as part of the Monthly Progress Report, a section that includes the same information categories required in the Weekly Production Indicators Report summarized as a monthly snapshot.

## SECTION G - CONTRACT ADMINISTRATION DATA

## G.1 INDIRECT COST RATES (JUN 1988)

- a. Pending the establishment of final indirect rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs as follows:
- b. The Contracting Officer may adjust the above rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the Contractor. It is the Contractor's responsibility to notify the Contracting Officer in accordance with 52.232-20 Limitation of Cost or 52.232-22 Limitation of Funds, as applicable, if such change(s) affect(s) performance of work within the established cost or funding limitations.

[End of Clause]

# G.2 PROJEC. DE CER AUTHORITY (JUN 1988)

(a) The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name:	*		
name.	-		
Address:	*		
Limber Park.	ACADISMOST SERVICES		

T - 1 b	Alexander or man	*
Telephone	Number:	

- (b) Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer. The term "Technical Direction" is defined to include the following:
- (1) Technical direction to the Contractor which shifts work emphasis between areas of work or tasks, fills in details or otherwise serves to accomplish the contractual statement of work.
- (2) Provide advice and guidance to the Contractor in the preparation of drawings, specifications or technical portions of the work description.
  - (3) Review and, where required by the contract, approval of

technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

- (c) Technical direction must be within the general statement of work stated in the contract. The Project Officer does not have authority to and may not issue any technical direction which:
- (1) Constitutes an assignment of additional work outside the general scope of the contract.
- (2) Constitutes a change as defined in the "Changes" clause of this contract.
- (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- (4) Changes any of the expressed terms, conditions or specifications of the contract.
- (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions shall be issued in writing by the Project Officer or shall be confirmed by such person in writing within ten (10) working days after verbal issuance. A copy of said written direction shall be furnished to the Contracting Officer.
- (e) The Contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this clause and within such person's authority under the provisions of this clause.
- (f) If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in c above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause.
- (g) Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the Contractor's performance and may even result in the Contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the

instruction or direction or upon the contract action to be taken with respect thereto shall be subject to 52.233-1 - Disputes.

- (1) In addition to providing technical direction as defined above, the Project Officer is responsible for:
- (1) Monitoring the Contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements.
- (2) Assisting the Contractor in the resolution of technical problems encountered during performance.
- (3) Reviewing all costs requested for reimbursement by the Contractor and submitting to the Contracting Officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

[End of Clause]

G. 3 ARTICLE DELETED

# G.4 TRAVEL REIMBURSEMENT (JUN 1988) ALTERNATE I (JUN 1988)

- a. The Contractor is encouraged to use Government contract airlines, AMTRAK rail service, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The Contracting Officer will, upon request, provide \*ach additional traveler with a letter of identification which required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.
- b. The Contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined by the Federal Travel Regulations that are in effect on the date of the trip. These Regulations specify the daily maximum

per diem rates for specific localities within the Conterminous United States (CONUS), the standard CONUS rate, the allowance for meals and incidental expenses (M&IE), the cost of travel by privately owned automobile, and the items which require receipts. A copy of the Regulations may be obtained from the Superintendent of Documents, Government Printing Office, Washington, DC 20402.

- c. When the Government changes the Federal Travel Regulations, it is the responsibility of the Contractor to notify the Contracting Officer in accordance with the Limitation of Cost clause of this contract if the Contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.
- d. The rates for foreign travel are established by the U.S. Department of State and are listed in a publication entitled "Maximum Travel Per Diem Allowances For Foreign Areas". Copies of this publication may be obtained from the U.S. Government Printing Office, Washington, D.C. 20402.

[End of Clause]

### G.5 REMITTANCE ADDRESS (MAR 1987)

If item 15C. of the Standard Form 33 has been checked, enter the remittance address below:

ime:			
dress:	_	 	
***************************************		 	

### SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 KEY PERSONNEL (JUN 1988)

a. The following individuals are considered to be essential to the successful performance of the work hereunder.

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs b and c hereof.

- b. If one or more of the key personnel, for whatever reason becomes, or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.
- c. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute and other information requested by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing.
  - d. If the Contracting Officer determines that:
- (1) Suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming; or
- (2) That the resultant reduction of effort would be so substantial as to impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. If the Contracting Officer finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

## [End of Clause]

# H.2 SAFETY, HEALTH, AND FIRE PROTECTION (MAR 1987)

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the Contractor fails to comply with these regulations or requirements, the Contracting Officer, may without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

#### [End of Clause]

# H.3 DISSEMINATION OF CONTRACT INFORMATION (JUN 1991)

The Contractor shall comply with the requirements of the attached NRC Handbook 3.8 and, if applicable, NRC Manual Chapter 3206 (See Section J for List of Attachments) regarding publications or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

# [End of Clause]

# H.4 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUN 1988)

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished to the Contractor in the performance of this contract shall be used only in connection with the work under this contract.

# [End of Clause]

# H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JUNE 1988)

- a. The NRC will provide the contractor with the following items for use under this contract:

  ALL NECESSARY EQUIPMENT/SUPPLIES
- b. Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the Contractor.

#### [End of Clause]

# H.6 SITE ACCESS BADGE REQUIREMENTS (JUN 1988)

During the life of this contract, the rights of ingress and egress for contractor personnel shall be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer will assist the Contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the Contractor to ensure that each employee has proper identification at all times. All prescribed identification shall be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the Contractor's duty to ensure the safeguarding of any Government records or data that contractor personnel may come into contact with. Adherence with special requirements for Foreign Nationals, in accordance with NRC Manual Chapter 2101, Part VII.C, is the responsibility of the Contractor.

## [End of Clause]

# H.7 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS CONVICTED OF DRUG TRAFFICKING OR POSSESSION (SEP 1990)

In the event that an award is made to an individual, Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690) may be cause for denial of specific benefits to individuals convicted of drug trafficking or possession.

# [End of Clause]

# H.8 ENGINEERING CHANGES (ADP REQUIREMENTS) (JUN 1988)

- (a) After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other contracts of this contract. These changes may be proposed to save money, to improve performance, to save energy, or to satisfy increased data processing requirements. However, if proposed changes relating to improved performance are necessary to meet increased data processing requirements of the user, those requirements shall not exceed the contract requirements by more than 25 percent. If the proposed changes are acceptable to both parties, the Contractor shall submit a price change proposal to the Government for evaluation within 30 days of such acceptance. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.
- (b) As a minimum, the following information shall be submitted by the Contractor with each proposal:

- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
- (2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
- (3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
- (4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation; and
- (5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract, also, any effect on the contract completion time or delivery schedule shall be identified.
- (c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of this contract.
- (d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. The Contractor shall remain obligated to perform in accordance with the terms of the existing contract.
- (e) If an engineering change proposal submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the "Changes" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.
- (f) The Contractor is requested to identify specifically any information contained in the engineering change proposal which it prefers not be disclosed to the public. The identification of

information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. The Contractor is advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

#### [End of Clause]

#### H.9 GLOSSARY OF ADP TERMS (JUN 1988)

The definitions and explanations set forth in this glossary are an integral part of the terms and conditions of this contract.

- a. Data Processing Equipment System and/or Subsystem. The complement of individual machines and operating software furnished by the Contractor and acquired to operate as an integrated group.
- b. Equipment. An all inclusive term which refers either to an individual machine or to the total complement of machines required to operate as an integrated group.
- c. Equipment and/or Operating Software Failure. A malfunction in the contractor-supplied equipment and/or operating software, excluding all external factors, which prevents the accomplishment of the job.
- d. Installation Date. The date by which the Contractor must have the ordered equipment ready for use by the Government.
- e. Machine. An individual unit, including features installed thereon, of a data processing system, or subsystem, identified by a type and/or model number, such as a central processing unit, additional memory module, a tape unit, a card reader, etc.
- f. Mechanical Replacement. The replacement of one machine for another occasioned by the mechanical condition of the equipment being replaced.
- g. Operating Software. Those routines that interface directly with hardware (including peripheral devices), the computer operations, applications and utility programs.
- h. Operational Use Time. The time during which equipment is in actual operation, exclusive of idle time, standby time, or maintenance time due to machine failure; not synonymous with "power-off" time.
- i. Preventive Maintenance. That maintenance performed by the Contractor which is designed to keep the equipment in proper operating condition. It is performed on a scheduled basis.
- j. Principal Period of Maintenance. Any 9 consecutive hours per day, including an official meal period not to exceed 1 hour per day, between the hours of 7:30 \_ and 4:00 Monday through Friday, excluding holidays observed at the NRC installation.

- k. Extended Maintenance Period Option. Option to require maintenance service during any extension of the Principal Period of Maintenance at a fixed price for such period, regardless of the number of call's requested during such period.
- 1. Remedial Maintenance. That maintenance performed by the Contractor which results from Contractor supplied equipment or operating software failure. It is performed as required and is therefore on an unscheduled basis.
  - m. Total Monthly Charges.
- (1) Rental. All monthly charges for the use (rental) of equipment and software and for maintenance thereof.
- (2) Maintenance of Government-owned. All monthly charges for the maintenance of equipment and software supplied under this contract.
- n. Alteration. An alteration is defined as any change to a machine which deviates from the physical, mechanical, or electrical machine design (including microcode), whether or not additional devices or parts are required.
- o. Attachment. An attachment is defined as the mechanical, electrical, or electronic interconnection of equipment manufactured by other than the original equipment manufacturer and connected to the machine or system.

## [End of Clause]

# H.10 FIPS PUBS AND STANDARDS COMPLIANCE (MAR 1987)

In no case shall the Contractor or any subcontractor take any action or use any replacement parts that would result in equipment that is not in compliance with applicable FIPS PUBS and Standards (See Section J for List of Attachments) without written approval of the Contracting Officer.

#### [End of Clause]

## H.11 SPECIAL BILLING REQUIREMENTS

In addition to the requirements contained in Article F.3, the following data shall be provided with the contractor's monthly invoice for costs incurred and invoiced:

Staff (including subcontractors) labor hours and cost by task area and labor category;

Total monthly cost per task;

Staff labor hours and dollars expended by task area, provided both cumulatively on a year-to-date basis and on a total contract basis each month;

4. All o' r expenditures for the month in which they were . \_urred, 1.e. rent, travel, etc.,

All annlirable overhead costs by task area each month;

#### H. 12 ALTERNATIVE TECHNOLOGIES

In order to meet the growing needs of the Commission, it will be necessary for the contractor to become familiar with, evaluate, and provide alternative proposals related to state-of-the-art document processing procedures and techniques to increase both the efficiency and cost effectiveness of the document processing activities specified under this contract. Contractor proposals shall include alternatives for taking advantage of the latest document processing technology. The Office of Information Resources Management will review and evaluate contractor proposals to determine whether or not the proposed alternatives are sound and evaluate the application to the overall document management needs of the agency.

(End of Clause)

H. 13 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (NOV 1989)

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination Number shall be incorporated into this solicitation by subsequent amendment.

(End of Clause)

# PART II - CONTRACT CLAUSES SECTION I - CONTRACT CLAUSES

# I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

# FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE	
E2 202-1	DEFINITIONS OFFICIALS NOT TO BENEFIT GRATUITIES	SEP	1991
52.202-1	OFFICIALS NOT TO BENEFIT	APR	1984
52.203-1	OFFICIALS NOT TO BENEFIT GRATUITIES	APR	1984
52.200 5	COVENANT ACAINST CONTINGENT FEES	APR	1984
52.203-5	ANTI-VICEDACK PROCEDURES	OCT	1988
52.203-7	ANTI-KICKBACK PROCEDURES LIMITATION ON PAYMENTS TO	JAN	1990
52.203-12	INFLUENCE CERTAIN PEDERAL		
	TRANSACTIONS	NOW	1002
52.209-6	PROTECTIONS PROTECTING THE GOVERNMENT'S	NUV	1992
	INTEREST WHEN SUBCONTRACTING WITH		
	CONTRACTORS DEBARRED, SUSPENDED,		
52.215-1	OR PROPOSED FOR DEBARMENT EXAMINATION OF RECORDS BY	APR	1984
State of the second second	COMPTROLLED CENERAL		
52 215-2	AUDIT - NEGOTIATION	DEC	1989
52.215-22	AUDIT - NEGOTIATION PRICE REDUCTION FOR DEFECTIVE	JAN	1991
52.215-22	COST OF PRICING HAIA		
FO 015 04	SUBCONTRACTOR COST OR	DEC	1991
52.215-24	PRICING DATA		
	THE PRITTY OF HAIT DRICES	APR	1991
52.215-26	TERMINATION OF DEFINED BENEFIT	SEP	1989
52.215-27	TERMINATION OF DEFINED BENEFIT	W 40-1	
	PENSION PLANS	160	1986
52.215-33	ORDER OF PRECEDENCE	1111	1991
52.215-39	REVERSION OR ADJUSTMENT OF PLANS	JUL	1331
	FOR POSTRETIREMENT BENEFITS OTHER		
	THAN PENSIONS (PRB)	2000	1001
52.216-7	ALLOWABLE COST AND PAYMENT	JUL	1991
52.216-8			at an our o
52.219-8	UTILIZATION OF SMALL BUSINESS	FEB	1990
	CONCERNS AND SMALL		
	DISACVANTAGED BUSINESS CONCERNS	2772	
52.219-13		AUG	1986
32.213 13	SMALL BUSINESSES		
52.219-14	I IMITATIONS ON SUBCONTRACTING	JAN	1991
52.220-3	UTILIZATION OF LABOR SURPLUS	APR	1984
52.220-3	AREA CONCERNS		
52 222-3	CONVICT LABOR	APR	1984
50 000 44	SERVICE CONTRACT ACT OF 1965, AS	MAY	1989
52.222-41	SERVICE CONTRACT ACT OF 1905, AS	1 11-1 1	1000
	AMENDED FAIR LABOR STANDARDS ACT	MAY	1080
52.222-43	FAIR LABOR STANDARDS ACT	LIN I	1303

52	222-26	EQUAL OPPORTUNITY		1984
	222-28	EQUAL OPPORTUNITY EQUAL OPPORTUNITY PREAWARD	APR	1984
00.		CI FARANCE OF SUBCUNIKACIS		
52	222-35	AFFIRMATIVE ACTION FOR SPECIAL	APR	1984
00.		DISABLED AND VIETNAM		
		ERA VETERANS		
52	222-36	AFFIRMATIVE ACTION FOR	APR	1984
-		HANDICAPPED WORKERS		
52	222-37	EMPLOYMENT REPORTS ON SPECIAL	JAN	1988
		DISABLED VETERANS AND VETERANS		
		OF THE VIETNAM ERA		
52.	223-2	CLEAN AIR AND WATER		
52.	223-6	DRUG-FREE WORKPLACE	1199	1990
	225-11	RESTRICTIONS ON CERTAIN FOREIGN	MAY	1992
		PURCHASES		1004
52.	227-1	AUTHORIZATION AND CONSENT	APR	1984
52.	228-7	INSUNANCE LINDI-111	APR	1984
		PERSONS	4110	1000
52.	230-2	COST ACCOUNTING STANDARDS		
52.	230-3		AUG	1992
		COST ACCOUNTING PRACTICES	ALIO	1002
52.	230-4	CONSISTENCY IN COST ACCOUNTING	AUG	1992
		PRACTICES ACCOUNTING	ALIC	1992
52.	230-5	ADMINISTRATION OF COST ACCOUNTING	MUG	1992
		STANDARDS	161	1001
	232-17	INTEREST	ADD	1094
	232-22	LIMITATION OF FUNDS	MAN	1086
52	232-23	INTEREST LIMITATION OF FUNDS ASSIGNMENT OF CLAIMS PROMPT PAYMENT	SED	1992
		PROMPT PAYMENT	ADD	1989
52	. 232-28	ELECTRONIC FUNDS TRANSFER	AFK	1303
		PAYMENT METHODS	DEC	1991
	. 233-1	DISPUTES PROTEST AFTER AWARD	AUG	1989
52	. 233-3	PROTEST AFTER AWARD	AUG	1303
		Alternate I (JUN 1985) NOTICE OF INTENT TO DISALLOW COSTS	APR	1984
52.	.242-1			1991
		BANKRUPTCY SUBCONTRACTS (COST-REIMBURSEMENT		1985
52.	244-2	SUBCONTRACTS (COST-REINDORSEMENT)	002	
		AND LETTER CONTRACTS) COMPETITION IN SUBCONTRACTING	APR	1984
	244-5	GOVERNMENT PROPERTY		1986
52	245-5	(COST-REIMBURSEMENT,		
		TIME-AND-MATERIAL, OR		
		LABOR-HOUR CONTRACTS)		
	240.6	TERMINATION (COST-REIMBURSEMENT)	MAY	1986
52.	249-6	EXCUSABLE DELAYS		1984
	249-14	GOVERNMENT SUPPLY SOURCES		1984
52.	251-1	GOVERNMENT SOTTET SOUTHER		

## [End of Clause]

# 1.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

<sup>(</sup>a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

#### CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

- (1) I, [Name of certifier] \_\_\_\_\_\_\_\_, am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).
- (2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] \_\_\_\_\_\_ who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

hand nan-	on if nore	essary and cation (Cor	label Cer	tificate	of Procu	rement	
[Signatu modifica	re of the	officer or osal and da	r employee ate]	responsi	ble for	the	

[Typed name of the officer or employee responsible for the modification proposal]

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS & MATTER WITHIN THE SURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY MENUES THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

#### (End of Certification)

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

#### [End of Clause]

- I.3 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)
  - (a) The Government, at its election, may reduce the price of a fixed-price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee specified in the particular contract modification at the time of execution, except as provided in subparagraph (b)(5) of this clause.
  - (b) The price or fee reduction referred to in paragraph (a) of this clause shall be--
    - (1) For cost-plus-fixed-fee contracts, the amount of the fee

specified in the contract at the time of award;

- (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
  - (3) For cost-plus-award-fee contracts--
- (i) The base fee established in the contract at the time of contract award:
- (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
  - (4) For fixed-price-incentive contracts, the Government may--
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
- (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

[End of Clause]

RS-IRM-92-192

I.4 ARTICLE DELETED

I.5 ARTICLE DELETED

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I.6 ARTICLE DELETED

#### [End of Clause]

- 1.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)
  - (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
  - (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
  - (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

#### [End of Clause]

I.9 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Nuclear Regulatory Commission give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Small Business Administration.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer

cognizable under the "Disputes" clause of said subcontract.

(f) To notify the Small Business Administration Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

#### [End of Clause]

# I.10 52.219-17 SECTION 8(A) AWARD (FEB 1990)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
- (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
- (4) To notify the Small Business Administration Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

#### [End of Clause]

# I.11 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (FEB 1990)

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--
  - (1) SIC code 7379 is specifically included in the Offeror's

approved business plan;

- (2) The Offeror is in conformance with the 8(2) support limitation set forth in its opproved business plan, and
- (3) The Offerer is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

#### (d) Agreement.

- (1) A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However, this requirement does not apply in connection with construction or service contracts.
- (2) The will notify the Small Rusiness Administration Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

## [End of Clause]

# I.12 52 222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \* or the overtime premium is paid for work-
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

#### [End of Clause]

# 1.13 52.222-18 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (MAY 1992)

(a) During the term of this contract, the Contractor agrees to post a notice, of such size and in such form as the Secretary of Labor may prescribe, in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the last sentence shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)):

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in

future payments.

For further information concerning your rights, you may wish to contact either a Regional Office of the National Labor Relations Board, Division of Information, 1717 Pennsylvania Avenue, N.W., Washington, DC 20570.

- (b) The Contractor will comply with all provisions of Executive Order 12800 of April 13, 1992, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) of this clause, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 12800 of April 13, 1992. Such other sanctions or remedies may be imposed as are provided in Executive Order 12800 of April 13, 1992, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The Contractor will include the provisions of paragraphs (a) through (c) in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 12800 of April 13, 1992, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance; provided, however, that if the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### [End of Clause]

# I.14 201-39.5202-5 PRIVACY OR SECURITY SAFEGUARDS (OCT 1990 FIRMR)

- (a) The details of any safeguards the contractor may design or develop under this contract are the property of the Government and shall not be published or disclosed in any manner without the contracting officer's express written consent.
- (b) The details of any safeguards that may be revealed to the contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the contracting officer's express written consent.
- (c) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical

capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

(d) If new or unanticipated threats or hazards are discovered by either the Government or the contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party. Mutual agreement shall then be reached on changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness being made by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, and the Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from discovery of new or unanticipated threats or hazards, or any public or private disciosure thereof.

# I.15 201-39.5202-6 WARRANTY EXCLUSION AND LIMITATION OF DAMAGES (OCT 1990 FIRMR)

Except as expressly set forth in writing in this agreement and except for the implied warranty of merchantability, there are no warranties expressed or implied.

In no event will the Contractor be liable to the Government for consequential damages as defined in the Uniform Commercial Code, section 2-715, in effect in the District of Columbia as of January 1, 1973, i.e.—

Consequential damages resulting from the seller's breach include-

- (a) Any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and
- (b) Injury to person or property proximately resulting from any breach of warranty.

## I.16 TRADE AGREEMENTS ACT (MAY 1991)

(a) This clause implements the Trade Agreements Act of 1979 (19 U.S.C. 2501-2582) by providing a preference for U.S. made end products, designated country end products, and Caribbean Basin country end products over other products.

"Caribbean Basin country end products," as used in this clause, means an article that: (1) is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially

transformed fints a new and different article of commerce with a name, character, or use distinct from that of the acticle or articles from which the was set transformed. The therm includes services (except transportation services) imidental to its supply; provided that the walle of those incidental services does not exceed that of the product itself. It does not include service contracts as such. The term excludes products that are excluded from duty free treatment from Carinbean countries under the Caribbean Basin Economic Recovery Act (19 U.E.C. 2703(b)). These exclusions presently consist of (i) textiles and apparel articles that are subject to textile agreements; (11) footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preference under title V of the Trade Act of 1974; (iii) tuna, prepared or preserved in any manner in airtight containers; (iv) petroleum, or any product derived from petroleum; and (v) watches and watch parts (including cases, bracelets and straps) of whatever type including, but not limited to, mechanical, quartz digital or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Tariff Schedule of the United States (TSUS) column 2 rates of duty apply.

"Designated country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of the designated country (as defined in section 25 401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired under this contract for public use.

"U.S. made end product," as used in this clause, means an article which (1) is wholly the growth, product, or manufacture of the United States, or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed.

"Nondesignated country end products," as used in this clause, means any end product which is not a U.S. made end product or designated country end product.

"United States," as used in this clause, means the United

States, its possessions, Puerto Rico, and any other place which is subject to its jurisdiction, but does not include leased bases or trust territories.

- (b) The Contractor agrees to deliver under this contract only U.S. made end products, designated country end products, Caribbean Basin country end product, or, if a national interest waiver is granted under section 302 of the Trade Agreements Act of 1979, nondesignated country end products. Only if such waiver is granted may a nondesignated country end product be jelivered under this contract(s).
- (c) Offers will be evaluated in accordance with the policies and procedures of part 25 of the FAR except that offers of U.S. made end products shall be evaluated without the restrictions of the Buy American Act or the Balance of Payments Program.

[End of Clause]

# PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS SECTION J - LIST OF ATTACHMENTS

# J.1 ATTACHMENTS (MAR 1987)

Attachment Number	Title
1.	Bibliographic Data Record Fields
2.	Glossary of Key Terms and Abbreviations
3.	Contract Deliverables
4.	Billing Instructions
5.	NRC Contractor Organizational Conflicts of Interest
6.	Standard Form 1411 with Instructions
7.	Contractor Spending Plan (CSP) with Instructions
8.	Wage Determination (to be incorporated by subsequent amendment)
9.	Subcontracting Plan
10.	NRC Handbook 3.8

# J.2 FIPS-PUBS AND FED-STDS CHECKLIST (APR 1992)

Standard Applies	Standard Does Not	Standard Applies,	d Standards Yitles
	Apply	But Waived	Standards littles
	X		FIPS PUB 1-2, Code for Information Interchange, Its Representations, Subsets, and Extensions
	X		FIPS PUB 2-1, Perforated Tape Code for Information Interchange
	X	21111	FIPS PUB 3-1, Recorded Magnetic Tape Information Interchange (800 CPI, NRZI)
X			FIPS PUB 4-1, Calendar Date
. X			FIPS PUB 5-2, Codes for the
			Identification of the States, District of Columbia, and the Outlying Areas of the United States, and Associated Areas
. X		man.	FIPS PUB 6-4, Counties and County Equivalents of the States of the United States and District of Columbia
4444	. ×	****	FIPS PUB 8-5, Metropolitan Statistical Areas
Angel	. X		FIPS PUB 9-1, Congressional Districts of the United States
	. X		FIPS PUB 10-3, Countries, Dependencies and areas of Special Sovereignty
Acres 1	. X	****	FIPS PUB 13, Rectangular Holes in Twelve-row Punched Cards
	. X	****	FIPS PUB 14-1, Hollerith Punched Card Code
	. X		FIPS PUB 16-1, Bit Sequencing of the Code for Information Interchange in Serial-by-Bit Data
	. X	*****	Transmission FIPS PUB 17-1, Character Structure and Character Parity Sense for Serial-by-Bit Data Communication in the Code for Information Interchange
	. X		FIPS PUB 21-3, COBOL FIPS PUB 22-1, Synchronous Signaling Rates Between Data Terminal and Data Communication Equipment

Standard Applies	Standard Does Not	Applies.	Standards Tables
	Apply	But Waived	
	Y		TIOS PUE 26, Une Inch Wide
* * * * *	A RIBERT		Parforated Paper Tape for
			Unformation Interestange
	X		citis pub 27. Take-up Keels for
	I MARKET	****	new-Inch Perforated lape
			for information interchange
	χ		rior DID 40 Suftware Summary 101
		W R R R T	Describing Computer Programs
			and Automated Data Systems
	X		cips DIR 32-1 Character Sets Tor
	*****	*****	Optical Character Recognition (OCR)
	X		FIPS PUB 33-1, Character Set for
		1.444	Handnrinting
	X		FIPS PUB 46-1, Data Encryption
4444	****	****	Standard (DFS)
	X		rinc bilb 63 Transmittal form to:
****		32.4.4	Describing Computer Magnetic Tape File Properties
	· · ·		FIPS PUB 54-1, Computer Output
	X		Microform (COM) Formats and
			Reduction Ratios, 16 mm and
	Υ		FIPS PUB 58-1, Representations of
A. Land			Local Time of the Day for
	V		FIPS PUB 59, Representations of
46000		11.00	Universal Time, Local Time
			Differentials and United
			States Time Zone References
			for Information Interchange
	X		CIDS PUR 66. Standard Industrial
	43445	****	Classification (SIC) Codes
	¥		FIPS PUB 68-2, BASIC
	×	****	TIDE DUD 69-1 FORTRAN
4148	🕏	1 44835	ctos pup 70-1. Representation of
4444			Geographic Point Locations
			Information Interchange
	X		FIPS PUB 71. Advanced Data
***			Communications Control
			Drocodures (ADCCP)
	Χ		ETDS DIR 79. Magnetic lape Labers
		*****	and File Structure 101
			Information Interchange
	Х		croe bill 81 Data Encryption
*****		****	Standard (DES) Modes of Operation
	v		FIPS PUB 84, Microfilm Readers
	<del>X</del>		Information Interchange
			***************************************

Standard Applies	Standard Does Not Apply	Applies,	i Standards Titles
			FIPS PUB 85, Optical Character Recognition (OCR) Inks
*****	X		FIPS PUB 86, Additional Controls For Use With American National Standard Code for Information
			Interchange FIPS PUB 89, Optical Character Recognition (OCR) Character Positioning
X			FIPS PUB 95, Code for the Identification of Federal and Federally-Assisted Organizations
	. X		FIPS PUB 100-1, Interface between Data Terminal Equipment (DTE) and Data Circuit-Terminating Equipment (DCE) for Operation with Packet-Switched Data
	. X		FIPS PUB 103, Codes for the Identification of Hydrologic Units in the United States
	.X		and the Caribbean Outlying Areas FIPS PUB 104-1, American National Standard Codes for the Representation of Names of Countries, Dependencies, and Areas of Special Sovereignty for
	X		Information Interchange FIPS PUB 107, Local Area Networks: Baseband Carrier Sense Multiple Access with Collision Detection Access Method and Physical Layer Specifications and Link
****	Χ		Layer Protocol FIPS PUB 108, Alphanumeric Computer Output Microform Quality Test Slide
	X X		FIPS PUB 109, PASCAL FIPS PUB 111, Storage Module Interfaces (with Extensions for Enhanced Storage Module Interfaces)
	. X	****	FIPS PUB 112, Password Usage FIPS PUB 113, Computer Data Authentication

Standard Standard Standard

Standard	Standard	Standard	
Applies	Does Not	Applies,	
	Apply	But Waived	Standards Titles
	X		FIPS PUB 119, Ada
	X		FIPS PUB 120-1, Graphical Kernel
			System (GKS)
	X	****	FIPS PUB 121, Videotex/Teletext
			Presentation Level Protocol
	X		Syntax (North America PLPS)
			FIPS PUB 123, Specification for a
			Data Descriptive File for
	X		Information Interchange (DDF)
****		*****	FIPS PUB 125, MUMPS Programming
	X		Language FIPS PUB 126, Database Language NDL
THEFE .	X	*****	FIPS PUB 127-1, Database Language
			SQL
in the same	Χ		FIPS PUB 128, Computer Graphics
			Metafile (CGM)
1,111	Χ		FIPS PUB 129, Optical Character
			Recognition (OCR) Dot Matrix
			character sets for OCR-MA
	Χ	* * * * * *	FIPS PUB 133, Coding and Modulation
			Requirements for Non-Diversity
	Y		2400 Bit per/Second Modems
****	. X	****	FIPS PUB 134-1, Coding and
			Modulation Requirements for
	. X		4800 Bits/Second Modems
****		****	FIPS PUB 135, Coding and Modulation
			Requirements for Duplex 9600
	. X		Bits/Second Modems FIPS PUB 136, Coding and Modulation
****		****	Requirements for Duplex 600
			and 1200 Bits/Second Modems
	X		FIPS PUB 137, Analog to Digital
		****	Conversion of Voice by
			2400 Bits/Second Linear
			Predictive Coding
	X	exercis (	FIPS PUB 138, Electrical
			Characteristics of Balanced
			Voltage Digital
	v		Interface Circuits
****	. X		FIPS PUB 139, Interoperability
			and Security Requirements for
			Use of the Data Encryption
			Standard in the Physical Layer of Data Communications
	X		FIPS PUB 140, General Security
****			Requirements for Equipment Using
			the Data Encryption Standard
			the bava cherypolon brance.

Standard Applies	Standard Does Not Apply	Standard Applies, But Waived	d Standards Titles
	X		FIPS PUB 141, Interoperability and Security Requirements for Use of the Data Encryption Standard with CCITT Group 3
	X		Facsimile Equipment FIPS PUB 142, Electrical Characteristics of Unbalanced Voltage Digital Interface Circuits
	X		FIPS PUB 143, General Purpose 37-Position and 9-Position Interface Between Data Terminal Equipment and Data
			Circuit-Terminating Equipment FIPS PUB 144, Data Communications Systems and Service-user Oriented Performance Parameters
eres.			FIPS PUB 146-1, GOSIP: Government Open System Interconnection Profile
*****			FIPS PUB 147, Group 3 Facsimile Apparatus for Document Transmission
****	X	*****	FIPS PUB 148, Procedures for Document Facsimile Transmission FIPS PUB 149, General Aspects of
****	X		Group 4 Facsimile Apparatus FIPS PUB 150, Facsimile Coding Schemes and Coding Control
	X		Functions for Group 4 Facsimile Apparatus FIPS PUB 151-1, POSIX: Portable
	Х		Operating Systems Interface for Computer Environments FIPS PUB 152, Standard Generalized
47444	X	****	Markup Language (SGML) FIPS PUB 153, Programmer's Hierarchial Interactive
	. X		Graphics System (PHIGS) FIPS PUB 154, High Speed 25-position for Data Terminal Equipment and Data Circuit-terminating
****			Equipment FIPS PUB 155, Data CommunicationS Systems and Services User-oriented Performance
		il.	Measurement Methods FIPS PUB 156, Information Resource Dictionary System (IRDS)
****	refer .	* * * * *	FIPS PUB 159, Detail Specifications

. . X . .

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Standard Applies	Standard Does Not Apply	Standard Applies, But Waive	d Standards Titles
FE	DERAL TELE	COMMUNICAT	IONS STANDARDS (FED-STD)
			FED-STD 1002A, Time and Frequency Reference Information in
	. X		Telecommunication Systems FIPS PUB 1016, Telecommunications: Analog to Digital Conversion of Radio Voice by 4,800 Bit/Second Code Excited Linear Prediction
	. X		(CELP) FIPS PUB 1023, Telecommunications: Interoperability Requirements for Encrypted Digitized Voice
*****	.×		Utilized with 25 KHz Channel FM Radios Operating Above 30 MHZ FED-STD 1035A, Telecommunications: Coding Modulations and Transmission Requirements
	Χ		for Single Channel Medium and High Frequency Radio Telegraph Systems Used In Government Maritime Mobile Telecommunications FIPS PUB 1037B, Telecommunications: Glossary of Telecommunications Terms

[End of Provision]

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

# SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

- K.1 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)
  - (a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror-

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

- (1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and
- (2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer—
- (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
- (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

#### [End of Provision]

- K.2 52.203-8 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (NOV 1990) ALTERNATE I (SEP 1990)
  - (a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.
  - (b) Partifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

- (1) I, [Name of certifier]

  the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (solicitation number).
- (2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] who has participated who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or ; bond paper if necessary Integrity (Continuation	and labe	ol Certifi	cate of	Procure	ment
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(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

[Signature of the officer or employee responsible for the offer and date]

[Typed name of the officer or employee responsible for the offer]

\*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

#### (End of certification)

- (c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:
- (1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.
- (2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.
- (3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.
- (4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.
- (5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

- (6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.
- (d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.
- (e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.
- (f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.
- (g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

### [End of Provision]

- K.3 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
  - (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
  - (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23. 1989--
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a complete any person for transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an efficer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend this disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### [End of Provision]

## K.4 52. '04-3 TAXPAYER IDENTIFICATION (SEP 1992)

#### (a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued

by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (114).
[ ] TIN:
[ ] TIN has been applied for.
[ ] TIN is not required because:
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of a Federal, state, or local government;
[ ] Other. State basis
(d) Corporate Status.
[ ] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
[ ] Other corporate entity;
[ ] Not a corporate entity:
[ ] Sole proprietorship [ ] Partnership [ ] Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).
(e) Common Parent.
[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
[ ] Name and TIN of common parent:
Name
TIN

#### [End of Provision]

- K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)
  - (a)(1) The Offeror certifies, to the test of its knowledge and belief, that-
    - (1) The offeror and/or any of its Principals --
  - (A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
  - (B) Have ( ) have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - (C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civility charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (A)(1)(i)(B) of this provision.
  - (ii) The Offeror has ( ) has not ( ), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
  - (2) "Principals," for the purposes of this certification, means officers; directors; owners, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification

will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K.6 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that--

- (a) It operates as [] a corporation incorporated under the laws of the State of \_\_\_\_\_\_, [] an individual, [] a partnership, [] a nonprofit organization, or [] a joint venture; or
- (b) If the offeror or quoter is a foreign entity, it operates as [] an individual, [] a partnership, [] a nonprofit organization, [] a joint venture, or [] a corporation, registered for business in (country).

[End of Provision]

K.7 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

authorized to n	or quoter representate on its this request for	or proposals	or quotation	11.50
names, titles, negotiators].	and telephone nu	umbers of the	authorized	

#### [End of Provision]

- K.8 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION (JAN 1991)
  - (a) Representation. The offeror represents and certifies as part of its offer that it [ ] is, [ ] is not a small business concern and that [ ] all, [ ] not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions. Puerto Rico, or the Trust Territory of the Pacific Islands.
  - (b) Definition. Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.
  - (c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
  - (1) Be punished by imposition of a fine, imprisonment, or both;
  - (2) Be subject to administrative remedies, including suspension and debarment; and
  - (3) Be ineligible for participation in programs conducted under the authority of the Act.

#### [End of Provision]

- K.9 52.219-2 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (FEB 1990)
  - (a) Representation. The offeror represents that it:

[ ] is, [ ] is not a small disadvantaged business concern.

(b) Definitions.

Asian Pacific Americans, as used in this provision, means United States citizens whose origins are in Japan, China, the States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana of the Pacific Islands (Republic of Palau), Taiwan, Burma, Thailand, Islands, Laos, Kampuchea, (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall

Islands, or the Federal States of Micronesia.

Indian tribe, as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

Native Americans, as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

Native Hawaiian Organization, as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR part 121.

Small disadvantaged business concern, as used in this provision. means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock uncomditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

Subcontinent Asian Americans, as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

#### [End of Provision]

- K. 10 52.219-3 WOMEN-DWNED SMALL BUSINESS REPRESENTATION (APR 1984)
  - (a) Representation The offeror represents that it:

[ ] is not a womer-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

#### [End of Provision]

- K.11 52.220-1 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (APR 1984)
  - (a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

<sup>(</sup>b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

- K.12 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)
  - (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
  - (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated services are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
  - (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--
  - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
    - (2) Retain the certifications in the files; and
  - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that --

- (a) It [] has it participated to a previous contract or subcontract subject either to the Equal Deportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause original of Executive Order No. 11114.
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

## [End of Provision]

K.14 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that --

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

## [End of Provision]

K. 15 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

#### K.16 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or us. of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will—no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed—
- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possessions or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about-
  - (1) The dangers of drug abuse in the workplace;

- (iii) The Contractor's policy of maintairing a drug-free workplace.
- (iii) Any available drug courseling, refractification, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the works lace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitat of employee will—
  - (1) / the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- (6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

- (d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(1).)
- (e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## [End of Provision]

## K.17 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (AUG 1992)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in four parts, identified by Roman numerals I through IV.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

- I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION
- (a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of 48 CFR parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and

reporting ontract performance cost data.

- (c) Check the appropriate hox below
- /\_/ (1) Certificate of Concurrent Submission of Sisclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form No. CASB DS-1. Forms may be obtained from the cognizant ACO.)

Date of Disclosure Statement:

			-	
Name and Address where filed:	of	Cognizant	ACO	

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

/\_/ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement:

			erionististis		and the second s
			of	Cognizant	ACO
where	111	ed:			

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

/\_\_/ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$10 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer

immediately.

/\_/ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$10 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--EXEMPTION FOR CONTRACTS OF \$500,000 OR LESS

If this proposal is expected to result in the award of a contract of \$500,000 or less, the offeror shall indicate whether the exemption below is claimed. Failure to check the box below shall mean that the resultant contract is subject to CAS requirements or that the offeror elects to comply with such requirements.

/\_/ The offeror hereby claims an exemption from the CAS requirements under the provisions of 48 CFR, Subpart 9903.201-1(b)(2).

III. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

/\_/ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during the cost accounting period immediately preceding the period in which this proposal was

submitted, the offeror received less than \$10 million in awards of CAS-covered prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of total sales during that cost accounting period. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$10 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$10 million or more.

IV. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

/\_/ YES

/\_/ NO

[End of Provision]

## K. 18 TRADE AGREEMENTS ACT CERTIFICATE (MAY 1991)

- (a) The Offeror hereby certifies that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, or a Caribbean Basin country end product as defined in the clause entitled "Trade Agreements Act".
- (b) Offers will be evaluated in accordance with subpart 25.4 of the Federal Acquisition Regulation except that offers of U.S. made end products shall be evaluated without the restrictions of the Buy American Act or the Balance of Payments Program.

[End of Provision]

# K. 19 QUALIFICATIONS OF CONTRACT EMPLOYEES (JUN 1988)

The offeror hereby certifies by submission of this offer that all representations made regarding its employees, proposed subcontractor personnel and consultants are accurate.

[End of Provision]

# K. 20 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT (JUN 1988)

The following representation is required for NRC information and evaluation purposes only. It is not NRC policy to encourage offerors and contractors to propose current/former agency

employees to perform work under NRC contracts.

The offeror hereby certifies that there ( ) are ( ) are not current/former NRC employees who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering or performing any contract, consultant agreement or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal contains as a separate attachment the name, title, date individual left NRC and a brief description of the individual's role under this proposal.

# SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

# L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE	
Tall Bac 1 Sec 18 To The	SOLICITATION DEFINITIONS		1987 1984
52.215-7	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS		
	AMENDMENTS TO SOLICITATIONS	DEC	1989
52.215-8	SUBMISSION OF OFFERS	DEC	1989
52.215-9 52.215-10	LATE SUBMISSIONS, MODIFICATIONS,	DEC	1989
FF 015 10	AND WITHDRAWALS OF PROPOSALS RESTRICTION ON DISCLOSURE AND	APR	1984
52.215-12	USE OF DATA		
	THE PERSON OF PETEDS	APR	1984
52.215-13	EXPLANATION TO PROSPECTIVE	APR	1984
52.215-14			
	OFFERORS FAILURE TO SUBMIT OFFER	APR	1984
52.215-15		JUL	1990
52.215-16	CONTRACT AWARD FACILITIES CAPITAL COST OF MONEY	SEP	1987
52.215-30	FACILITIES CAPITAL COST OF FIGHE		1984
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW		
52.227-6	ROYALTY INFORMATION	APR	1984

## [End of Provision]

# L.2 52.204-4 CONTRACTOR ESTABLISHMENT CODE (AUG 1989)

In the block with its name and address, the offeror should supply the Contractor Establishment Code applicable to that name and address, if known to the offeror. The number should be preceded by "CEC:." Offerors should take care to report the correct CEC and not a similar number assigned to the Offeror in a different system.

The CEC is a 9-digit code assigned to a contractor establishment that contracts with a Federal executive agency. The CEC system is a contractor identification coding system which is currently the Dun and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

The Government will obtain a Contractor Establishment Code for any awardee that does not have or does not know its CEC.

#### [End of Provision]

L.3 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

#### [End of Provision]

L.4 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

[End of Provision]

L.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost plus fixed fee contract resulting from this solicitation.

[End of Provision]

- L.6 52.219-22 SIC CODE AND SMALL BUSINESS SIZE STANDARD (JAN 1991)
  - (a) The standard industrial classification (SIC) code for this acquisition is 7379.
  - (b)(1) The small business size standard is no more than \$12.5 million average annual receipts for an offeror's preceding 3 fiscal years.
  - (2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

- L.7 52.233-2 SERVICE OF PROTEST (NOV 1988)
  - (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written

and dated acknowledgment of receipt from:

#### HAND-DELIVERED ADDRESS

Elois J. Wiggins U.S. Nuclear Regulatory Commission Division of Contracts and Property Management 7920 Norfolk Avenue, Room 1020 Bethesda, Maryland 20814

#### MAILING ADDRESS

Elois J. Wiggins U.S. Nuclear Regulatory Commission Division of Contracts and Property Management Mail Stop P-1020 Washington, D.C. 20555

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

## [End of Provision]

# L.8 201-39.5202-3 PROCUREMENT AUTHORITY (OCT 1990 FIRMR)

This acquisition is being conducted under a specific delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is KMA-92-0531.

## L.9 ARTICLE DELETED

## L.10 ESTIMATED DURATION (JUN 1988)

The duration of the contract is estimated to be 2 years. (See section F for any option periods)

[End of Provision]

## L.11 ACCEPTANCE PERIOD (MAR 1987)

Because of the time required by the Government to evaluate proposals and make an award, offerors are instructed to specify on the SF-33 a proposal acceptance period of not less than 120 days.

days.

#### [End of Provision]

# L.12 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (JUN 1988)

All offerors will be notified of their selection or nonselection as soon as possible. Formal notification of nonselection for unrestricted awards will not be made until a contract has been awarded. Pursuant to requirements of Section 15.1001(b)(2) of the Federal Acquisition Regulation, preliminary notification will be provided prior to award for small business set-aside procurements.

It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the Contracting Officer, NRC technical personnel cannot issue contract modifications, give informal contractual commitments or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include such actions as:

- (a) Encouraging a potential Contractor to incur costs prior to receiving a contract,
- (b) Requesting or requiring a Contractor to make changes under a contract without formal contract modifications,
- (c) Encouraging a Contractor to incur costs under a cost-reimbursable content in excess of those costs contractually allowable, and
- (d) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

## [End of Provision]

# L.13 DISPOSITION OF PROPOSALS (JUNE 1988)

After award of the contract, one (1) copy of each unsuccessful proposal will be retained by NRC's Division of Contracts and Property Management. Unless return of the additional copies is requested by the offeror upon submission of the proposal, all other copies will be destroyed. This request should appear in any cover letter accompanying the proposal.

- L.14 PROPOSAL PRESENTATION AND FORMAT (OMB CLEARANCE NUMBER 3150-0118) (JUN 1988)
  - (a) Proposals must be typed, printed or reproduced on letter-size paper and each copy must be legible.
  - (b) Proposals in response to this Request for Proposal must be submitted in the following three (3) separate and distinct parts:
  - (1) Two (2) original signed copies of this solicitation package. All applicable sections must be completed by the Offeror.
  - (2) One (1) original and 4 copies of the "Cost Proposal" must be submitted.
  - (3) One (1) original and 4 copies of the "Technical and Management Proposal" must be submitted.
    - (c) Correctness of the Proposal

Caution-offerors are notified that all information provided in their proposals, including all resumes, must be accurate, truthful, and complete to the best of the offeror's knowledge and belief. The Commission will rely upon all such representations made by the offeror both in the evaluation process and for the performance of the work by the offeror selected for award. The Commission may require the offeror to substantiate the credentials, education and employment history of its employees, subcontractor personnel and consultants, through submission of copies of transcripts, diplomas, licenses, etc.

#### (d) Cost Proposal

The Offeror shall utilize the Standard Form 1411, Contracting Pricing Proposal Cover Sheet, in submitting the Cost Proposal. A copy of the form and instructions are attached to this solicitation. The information must include pertinent details sufficient to show the elements of cost upon which the total cost is predicated. The Cost Proposal must be submitted separately from the Technical and Management Proposal.

When the Offeror's estimated cost for the proposed work exceeds \$100,000 and the duration of the contract period exceeds six months, the Offeror shall submit a Contractor Spending Plan (CSP) as part of its cost proposal. Guidance for completing the CSP is attached.

## (e) Technical Proposal

The Technical and Management Proposal shall set forth as a minimum the following:

## I. CORPORATE AND PROJECT MANAGEMENT

a. Provide a Contingency Plan describing the Contractor's

approach to providing uninterrupted service or smooth transition during employee turnover.

- b. Provide a company organization chart and describe the management organizational structure, delineating areas of responsibility and authority under the proposed effort. Describe the relationship of the project organization to corporate management and to subcontractors, if any.
- c. Describe procedures for performing Contractor's internal audit to ensure contract compliance at all levels.
- d. Describe management controls expected to be utilized to preclude a contract cost growth.
- e. List any current commitments with other organizations, Government and/or commercial, for the same or similar effort.
- f. Describe the training plan for maintaining current knowledge of document processing activities and user support services for the key, backup and replacement personnel. Also describe the approach for training personnel when new document processing procedures are added to the contract.
- g. Describe managerial approach to recruit, retain, and orient personnel to effect a smooth contract startup and operation, as well as transition of backup and replacement personnel.

#### II. TECHNICAL AND OPERATIONAL APPROACH

- a. Demonstrate a sound approach and comprehensive implementation plan for achieving the objectives of all tasks of the project.
- b. Provide a detailed discussion of controls and procedures necessary to ensure all tasks are performed in the time frames set forth in the SOW, including controls related to scheduled absences of staff and nonscheduled absences of staff, as well as staff turnover.
- c. Discuss the statement of work to substantiate the Offeror's understanding of the requirement.
- d. Indicate potential problem areas and the approach to be taken to resolve said areas.
  - e. State any interpretations, requirements, or assumptions.

#### III. PERSONNEL EXPERIENCE

a. Identify all Key Personnel, including backup personnel, proposed for performance under this contract. Discuss current and planned availability of all proposed personnel, including backup personnel.

- b. Provide resumes for all personnel to be utilized in the performance of any resulting contract.
- c. Describe the source of personnel required for performance of each task including those not presently employed by the Offeror. If any of the personnel are under commitment, describe the terms of the commitment(s) (provide letters of commitment). Note specifically the personnel that will be employed at time of contract award.
- d. If the Offeror plans to subcontract any of the work to be performed, list proposed subcontractors, if known, by name. Identify any key personnel and provide a detailed description of the work to be performed by the subcontractor.

#### TV CORPORATE EXPERIENCE

- a. Describe, in general terms, corporate qualifications and experience, in performing the same or similar work as required in Section C of this solicitation, the firm and any of its proposed subcontractors have performed over the past ten years. Include the number of years the firm has been in business and company growth history (personnel and dollars).
- b. List five previous/current contracts for the same or similar services. These contracts shall provide evidence of corporate experience providing support of document processing activities and user support services.

#### [End of Provision]

# L.15 NONDISCRIMINATION BECAUSE OF AGE (MAR 1987)

It is the policy of the Executive Branch of the Government that (a) Contractors and Subcontractors engaged in the performance of Federal contracts shall not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement, and (b) that Contractors and Subcontractors, or persons acting on their behalf, shall not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

## [End of Provision]

L.16 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1991)

When requested by the Contracting Officer, offerors shall submit a subcontracting plan as called for by 52.219-9 - Small Business

and Small Disadvantaged Business Subcontracting Plan using attached format (See Section J for List of Attachments).

[End of Provision]

# L.17 REFERENCED DOCUMENTS AVAILABLE FROM THE NRC PDR (JUN 1988)

- (a) The following documents are referenced in this solicitation:
  - 1. NUDOCS Operations Manual
- (b) The documents are available for review at the U.S. Nuclear Regulatory Commission Public Document Room which is located at 2120 L Street, N.W. in Washington, DC. Copies of the documents may be made for a fee.

#### SECTION M - EVALUATION FACTORS FOR AWARD

M. 1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

NUMBER

TITLE

DATE

52.217-5 EVALUATION OF OPTIONS

JUL 1990

[End of Provision]

- 201-39.5202-4 EVALUATION OF OPTIONS--FIP M. 2 RESOURCES (OCT 1990 FIRMR)
  - (a) The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement.

Evaluation of options will not obligate the Government to exercise the options. Offers containing any charges for failure to exercise any option will be rejected.

(b) Selection of an offer will be made on the basis of the most advantageous alternative to the Government provided that the contract prices reasonably represent the value of bona fide requirements for each fiscal year.

# M.3 CONTRACT AWARD AND EVALUATION OF PROPOSALS (JUN 1988)

- (a) By use of numerical and narrative scoring techniques, proposals will be evaluated against the evaluation factors specified in the paragraph below. These factors are listed in their relative order of importance. Award will be made to the offeror (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is most advantageous to the Government; and who is considered to be responsible within the meaning of Federal Acquisition Regulation Part 9.1.
- (b) Although cost will be a factor in the evaluation of proposals, technical merit in the evaluation criteria set forth below will be a more significant factor in the selection of a

Contractor. Further, to be selected for an award, the proposed cost must be realistic and reasonable.

- (c) The Government may:
- (1) Reject any or all offers if such action is in the public interest.
  - (2) Accept other than the lowest offer.
- (3) Waive informalities and minor irregularities in offers received.
- (d) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- (e) A separate cost analysis will be performed on each cost proposal. To provide a common base for evaluation of cost proposals, the level of effort data shall be expressed in staff hours. Where a Contractor Spending Plan (CSP) is required by other provisions of this solicitation, consideration will be given to the Plan for completeness, reasonableness, and as a measure of effective management of the effort.
- (f) In making the above determination, an analysis will be performed taking into consideration the results of the technical evaluation and cost analysis.

[End of Provision]

## M. 4 EVALUATION CRITERIA (MAR 1987)

A. CORPORATE AND PROJECT MANAGEMENT

(30 POINTS)

Extent to which the offeror's corporate and project management structure demonstrates the necessary authority, responsibility and controls to assure the objectives and staffing requirements of this contract are met, including an ability to provide a staff who meets the basic skills, functional responsibilities, and experience requirements of their respective positions.

B. TECHNICAL AND OPERATIONAL APPROACH (30 POINTS)

Extent to which the offeror's technical and operational approach demonstrates a thorough understanding of the scope of work and the ability to meet the requirements of this contract.

C. PERSONNEL EXPERIENCE

(25 POINTS)

Extent to which the proposed personnel are sufficiently qualified and experienced to perform this contract.

#### D. CORPORATE EXPERIENCE

(15 POINTS)

Extent of the offeror's corporate experience in performing contracts similar to this requirement in terms of size, complexity and scope.

#### Attachment 1

24X FILMED CODE The 24X Filmed Code field contains a code that identifies whether or not a document was filmed on 24X individual fiche. This field is not searchable.

ACCESSION NUMBER (ANO): The Accession Number field contains a unique computer-generated ten-digit number assigned to each document. The first six digits of the number represent the date of the document record. The last four digits represent the sequential order in which the document records were entered into the database.

AUTHOR AFFILIATION: The Author Affiliation field contains a code that identifies the organization represented by the author of the document.

AUTHOR NAME: The Author Name field contains the name of the person(s) who have signed, or are listed as an author of a document.

AVAILABILITY: The Availability field contains a code that indicates whether or not a document is publicly available.

BACKFIT CODE. The Backfit Code field contains a single character code indicating whether or not the document was entered into the database as part of a historical collection of documents (the process of "backfitting" documents into the database).

DISTRIBUTION DATE: The Distribution Date field contains the date that the document was distributed based on the associated RIDS Code.

DESCRIPTION: The Description field contains a brief summary of the document, or in the case of a formal report, the report title.

DOCKET NUMBER: The Docket Number field contains an NRC-assigned number that uniquely identifies a facility, licensee, or activity based upon the associated section of the 10 CFR.

DOCUMENT TYPE CODE: The Document Type Code field contains a three-level hierarchical code that describes the format of the document (i.e. internally generated letter, externally generated letter, internally generated memorandum, etc.).

DOMAIN CODE: The Domain Code field contains a code that narrows the scope of a search to a subset of documents within the document database.

# FILE LOCATION/LEVEL FIELDS

FILE CENTER: The File Center field is the first field of the four-field File Location/Level and contains the code that indicates the office where the hard copy of a document is filed.

FILE LEVEL 1: File Level 1 is the second field in the four-field File Level and contains a code that indicates the broadest filing category within the file center where the document is located.

FILE LEVEL 2: File Level 2 is the third field in the four-field File Level and contains a code that indicates more specifically where the hard copy document is filed.

FILE LEVEL 3: File Level 3 is the fourth field in the four-field File Level and contains the most specific information regarding a document's hard copy filing location.

FILE PACKAGE NUMBER: The File Package Number field contains a number that represents the package with which the document was received and the location of the document within the package.

ISSUE DATE: The Issue Date field contains the date assigned to a document by the author or authoring organization.

MICROFICHE ADDRESS: The numbers that identify a document's location on 48% microfiche. These numbers include the microfiche and frame numbers.

OFFICE/TASK NUMBER: The Office/Task Number field contains record numbers assigned by various NRC offices to identify documents associated with specific tasks.

NUMBER OF PAGES: The Number of Pages field contains the number of pages in the document.

RECIPIENT AFFILIATION: The Recipient Affiliation field contains a three-level hierarchical code that identifies the organization to which the document was addressed.

RECIPIENT NAME: The Recipient Name field contains the name of the person(s) to whom the document is addressed.

REFERENCE NUMBER: The Reference Number field contains various document identification numbers that were previously captured in the NUDOCS Document Identification Number (DIN), Other Document Identification Number (ODID), Contract Number (CN), and Formal Report Number (FRN) data fields.

REFERENCE NUMBER CATEGORY: The Reference Number Category contains a code that indicates the specific type of reference number identified in the associated Reference Number field, such as a license number, a formal report number, or a contract number.

RELATED DATE: The Related Date field contains a date of significant import noted on the document other than its issue date.

RELATED DATE CATEGORY: The Related Date Category contains a code that indicates the specific type of related date identified in the Related Date field.

RIDS CODE: The RIDS (Regulatory Information Distribution System) Code field contains a code that identifies the proper hard copy distribution of documents.

SPECIAL CODE: The Special Code field contains a code that indicates whether a document is proprietary, notarized, or legal-related correspondence.

TEXT FORMAT: The Text Format field contains a code that indicates whether a text file is available in NUDOCS in addition to the document record.

TITLE: The Title field contains the subject or reference line on a letter or memorandum, or the specific title on a formal report.

TRANSACTION DATE: The Transaction or Index Date field contains a date that indicates when the NUDOCS document record was created or, in the case of a publicly available document, the date the record became available to the public.

#### Attachment 2

#### GLOSSARY OF KEY TERMS AND ABBREVIATIONS

Accession Number (ANO): A unique computer-generated ten-digit number assigned to each document. The first six digits of the number represent the date of the document record. The last four digits represent the sequential order in which the document records were entered into the database. Each ANO identifies a unique document record.

Database: The sum of all information related to a category or topic. NUDOCS contains a document database, docket database, and distribution database. The document database contains records for NRC documentation.

Data Record: A group of data elements that is stored in the database and uniquely identifies a document.

Document: A letter, memo, report, transcript, drawing or bulletin generated or received by the NRC.

Document Package: A document package may consist of a single document or a document with multiple standalone enclosures. The average document package currently contains 1.94 documents. In the NUDOCS database, an attachment or enclosure to a letter is given a data record if it can ben separately identified. It is linked to the referencing letter by the file package data field.

Document Record: An NRC internal or incoming standalone document which is assigned an accession number (ANO) representing the date and sequential order of the document record as entered into the database.

Regulatory Information Distribution System (RIDS): The RIDS program manages the priority processing and distribution of documents of immediate interest to designated NRC staff. NUDOCS produces a distribution sheet which identifies the NRC recipients of that document.

Attachment 3 Contract Deliverables

## Project Management

Deliverable	Format/Copies	Frequency
GFE Inventory List	4	Semiannually, or at Direction of Pro Officer
Facility Security Plan	4	Ninety Days (90) Aft Contract Start Date
Monthly Progress Report	5	Monthly
NUDOCS Document Processing Manual	2	Semiannually
Contingency Plans	2	Ninety Days (90) Aft Contract Start Date
Weekly Production Indicators Report	5	Weekly

APO - NRC Alternate Project Officer

CO - NRC Contract Officer

DCD - Document Control Desk (NRC)

DISS - Director, Division of Information Support Services (NRC)

DMB - Chief, Document Management Branch (NRC)

PO - NRC Project Officer

Contract Deliverables - TASK 2

#### Document Encoding/Data Entry

iverable	Format/Copies	Frequency	Deliver To
ual LPDR Accession Lists	Printout 1	Annually	DFIPS
ly Central Files Accession	Printout 1	Daily	IRMB
Daily List of Docketed Material	Printout 1	Daily	SECY
mily PDR Accession List	Printout 1	Daily	PDR
Daily PDR Accession Tape	Magnetic Tape 1	Daily	PDR
Daily PDR Checklist and HOLDS	Printout 1	Daily	PDR
Daily PDR Quality Control List	Printout 1	Daily	PDR
Distribution Data Base Titles/ Codes	Printout 1	Monthly	DMB
Docket Data Base Report	Printout 1	Monthly	DMB
Monthly List of Docketed Material	Printout 1	Monthly	SECY
Monthly List of Docketed Material	Printout 1	Monthly	SECY
onthly PDR Accession List	Printout 1	Monthly	PDR
Monthly PDR Accession List	Magnetic Tape 1	Monthly	INPO

### Contract Deliverables - TASK

#### Document Encoding/Data Entry (continued)

Deliverable	Format/Cories	Frequency	Deliver To
Nonthly PDR Alpha Tables Tape	Magnetic Tape 1	Monthly	PO
Weekly LPDR Accession List	Printout 1	Weekly	LPDR/DFIPS

<sup>\*</sup> Production of an Average of 1,000 new daily records.

ASLBP - Atomic Safety Licensing Board Panel (NRC)

DMB - Document Management Branch

GPO - Government Printing Office

INPO - Institute for Nuclear Power Operations

IRMB - Information Records Management Branch (NRC)

LPDR - Local Public Document Room Branch (NRC)

PDR - Public Document Room (NRC)

SECY - Office of the Secretary

### Contract Deliverables - TASK

## Image Processing (Microform)

# 48X Microfiche Distribution - Headquarters

BUILDING	ROOM	#SETS PDR	#SETS CF & PROP	DELIVERY	NRC DISTR & MAINT
	100		1	SEMI-WKL)	
EW/W	429	2	2	DAILY	
FORD (Active Files)	1400	2	1	DAILY	
FORD (Archival Set)	1400	1	1	DAILY	
FORD (Partial File)	1400	1		DAILY	X
LL	LOBBY	4		SEMI-WKLY	
MNBB	3713	1	1	SEMI-WKLY	
MNBB	4710	1		SEMI-WKLY	
MNBB	7206A	1	1		
MNBB	9102	1	1	SEMI-WKLY	
NL/S	018	1	1	SEMI-WKLY	v
OWEN	P1-122	1	1	DAILY	X
OWFN	P1-37	1	1	DAILY	
OWFN	3-C-20	1	1	DAILY	
OWEN	4-G-17	1	1	DAILY	
	5-F-20	1	1	DAILY	
OWFN	6-C-12	1	1	DAILY	
OWFN	7-C-24	1	1	DAILY	
OWEN	8-C-8	1	1	DAILY	
OWEN	9-C-8	î	1	DAILY	
OWEN	10-C-12	1	1	DAILY	
OWEN		1	1	DAILY	
OWEN	11-C-18	1	ī	DAILY	
OWFN	12-C-12	1	1	DAILY	
OWFN	13-C-12	1	1	DAILY	
OWEN	14-C-18A	1	1	DAILY	
OWFN	15-B-22	1	1	DAILY	
OWEN	16-C-10	1	1	SEMI-WKLY	
PHIL	P-319	1	7	SEMI-WKLY	
PHIL	P-360	1		SEMI-WKLY	
PHIL	P-389	1	1 2	DAILY	
* NUDOCS RESERVE FILE	S	2	2	DAILI	
	TOTAL	35	30		

NOTE: NUDOCS Contractor distributes all microfiche and maintains all tub files except where indicated under NRC DISTR and Maint

EW/W - East West/West Towers Building, 4350 East West Highway, Bethesda, Maryland 20814

FORD - Ford Building, 7101 Wisconsin Avenue, Bethesda, Maryland 20814

- Gelman Building, 2120 L Street. N.W., Washington DC 20555 MNBB - Maryland National Bank Building, 7735 Old Georgetown Road,

Bethesda, Maryland 20814

NL/S - Nicholson Lane Building/South, 5640 Nicholson lane, Rockville, Maryland 20852

OWFN - One White Flint North, 11555 Rockville Pike, Rockville, Maryland

PHIL - Phillips Building, 7920 Norfolk Avenue, Bethesda, Maryland 20814

Contract Deliverables - TASK

## Image Processing (Microform)

48X Microfiche Distribution - Regional Offices, TMI SITE, TTC, URFO

OFFICE	#SETS PDR	#SETS CF & PROP	DELIVERY	NRC DISTR & MAINT	
REGION I	2	2	SEMI-WKLY	Х	
REGION II	2	2	SEMI-WKLY	Х	
REGION III	1	1	SEMI-WKLY	Х	
REGION IV	1	1	SEMI-WKLY	Х	
REGION V	1	1	SEMI-WKLY	Х	
TMI SITE	1	1	SEMI-WKLY	X	
TTC	1	1	WEEKLY	X	
URFO	1	1	SEMI-WKLY	Х	
TOTA	AL 10	10			

NOTE: NUDOCS Contractor distributes all microfiche and maintains all tub fi

REGION I - 475 Allendale Road, King of Prussia, Pennsylvania 19406

REGION II - 101 Marietta Street, Suite 2900, Atlanta, Georgia 30323

REGION III - 799 Roosevelt Road, Glen Ellyn, Illinois 60137

REGION IV - 611 Ryan Plaza Drive, Suite 1000, Arlington, Texas 76011

Region V - 1450 Maria Lane, Suite 210, Walnut Creek, California 94596

TMI SITE - Three Mile Island Site, P.O. Box 317, Middletown, Pennsylvania 17057

TTC - Technical Training Center, Osborne Office Center, Suite 200, 5700 Brainerd Road, Chattanooga, Tennessee 37411-4017

URFO - Uranium Recovery Field Office, 730 Simms Street, Suite 100, Golden, Colorado 80401

## Contract Deliverables - TASK 3

## Image Processing (Microform)

# 48% Microfiche Distribution - EXTERNAL ORGANIZATIONS

ORGANIZATION	#SETS PDR	#SETS CF & PROP	DELIVERY FREQUENCY	NRC DISTR & MAINT	
BPNL	1		WEEKLY	х	
CNWRA	1		WEEKLY	х	
EG&G	1		WEEKLY	Х	
INPO	1		WEEKLY	Х	
LPDR SETS	76		WEEKLY	Х	
NTIS	1		BIWEEKLY		

#### TOTAL 81

- NOTE: NUDOCS Contractor distributes all microfiche and maintains all tub files except where indicated under NRC DISTR and MAINT
- BPNL Battelle Pacific Northwest Laboratory, P.O. Box 999, Mail Stop K6- 40, Richland, Washington 99352
- Center for Nuclear Waste Regulatory Analyses, Southwest Research Institute, 6220 Culebra Road, San Antonio, Texas 78284 (Division CNWRA -20)
- EG&G Edgerton, Germeshausen and Grier, EG&G Idaho, Inc., P.O. Box 1626, Idaho Falls, Idaho 83415-2409
- INPO Institute for Nuclear Power Operations, 1100 Circle 75 Parkway, Suite 1500, Atlanta, Georgia 30339
- LPDR Local Public Document Rooms (various locations)
- NTIS National Technical Information Service, 5285 Port Royal Road, Springfield, Virginia 22161

# Image Processing (Microform)

## APERTURE CARD DISTRIBUTION

BUILDING	ROOM	#SETS PDR	#SETS CF & PROP	DELIVERY FREQUENCY	MRC DISTR & MAINT
FORD (NUDOCS File)	1400	1	1	DAILY	
FORD (Archival Set)	1400	1	1	DAILY	
FORD (RESERVE SET)	1400	1	1	DAILY	
LL	LOBBY	1*		DAILY	Х
MNBB	9112	-1	1	MONTHLY	
OWEN	P1-122	1*	1*	SEMI-WEEKLY	Х
	TOTA	L 6	5		

Note: NUDOCS Contractor distributes all aperture cards and maintains aperture card tub files except where indicated under NRC DISTR and MAINT

FORD - Ford Building, 7101 Wisconsin Avenue, Bethesda, Maryland 20814

LL - Gelman Building, 2120 L Street. N.W., Washington DC 20555

MNBB - Maryland National Bank Building, 7735 Old Georgetown Road, Bethesda, Maryland 20814

OWFN - One White Flint North, 11555 Rockville Pike, Rockville, Maryland 20852

<sup>\*</sup> Sets delivered by NUDOCS Contractor courier to the Document Control Desk for distribution.

Contract Deliverables - TASK 7

Operational and User Support Services

Format/Copies	Frequency	Deliver To
DRAFT 1	Quarterly	NRC Project Officer
	Up to 160 hrs/yr	
Session 1	Bi-Monthly	Public Users
Session 1	As Requested	NRC Designated Users (Local)
Session 1	Annually (As Requested)	NRC Designated Users (Regional Offices)
Up to 300 copies	As Requested	Designated NRC, Public Trainees
Copies 2 Electronic (disk)	As Requested	NRC Project Officer
Printout 1	As Requested	Requestor
Magnetic Tape 1	Three (3) Quarterly, One (1) Cumulative Ann	NRC
Magnetic Tape 1	Monthly	NRC
	DRAFT 1  Session 1  Session 1  Up to 300 copies  Copies 2 Electronic (disk)  Printout 1  Magnetic Tape 1	DRAFT 1 Quarterly  Up to 160 hrs/yr  Session 1 Bi-Monthly  Session 1 As Requested  Session 1 Annually (As Requested)  Up to 300 As Requested  Copies 2 As Requested  Copies 2 Electronic (disk) 1  Printout 1 As Requested  Magnetic Tape 1 Three (3) Quarterly, One (1) Cumulative Annual Company Cone (1) Cumulative Annual Company Company Cone (1) Cumulative Annual Company Company Cone (1) Cumulative Annual Company Co

## BILLING INSTRUCTIONS FOR COST-REIMBURSEMENT TYPE CONTRACTS

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. A sample voucher/invoice is provided for your reference. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF the VOUCHER/INVOICE AS IMPROPER.

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission Division of Contracts and Property Management Contract Administration Branch, P-902 Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission One White Flint North 11555 Rockville Pike Mail Room Rockville, Maryland 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of SF 26 or Block 25 of SF 33, whichever is applicable.

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Form: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher for Purchase and Services Other than Personal" (see Enclosure 1). The sample form is provided for guidance only. The form is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. Additional copies of the form are available from the Contracting Officer. The instructions for preparation and itemization of the voucher/invoice are included with the sample form (see Enclosure 2).

Task Ordering Contracts: If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (p) of the attached instructions, together with appropriate supporting information (see Enclosure 3 for a sample of support information).

Fee Recovery Billings: Pursuant to the provisions of 10 CFR Parts 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in Enclosure 4. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

Each report will contain a docket number or other unique identifier. The NRC will provide a unique identifier for all work performed. Costs should be reported as whole number to the nearest cent. For work that involves more than one facility at the same site, each facility should be listed separately and the costs should be split appropriately between the facilities. Common costs, as defined below, shall be identified as a separate line item in the fee recovery billing report each month.

Common costs are those costs that are not linensee unique and associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carryout the program. Common costs include costs associated with the following: preparatory or startup efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge or guidance during the course of a program; any technical effort applied to a docket or other unique identifier; and project management. Common costs must be reported monthly for each docket or unique identifier. Common costs must be computed based on the proportion of direct costs incurred against each docket or unique identifier for the billing period.

Billing of Cost After Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE".

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records; payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

# VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

			VOUCHER	
Ificial Aq	ency Billing Office	(a)		
	ar Regulatory Commission Contracts and Property		Task Orde No. (If A	Applicable)
MARRAS	ement, F-302	(5)	Tile of Project	
	n DC 20555	(6)	Title G: Project	
avee's N	ame and Actress		The second secon	
		(6)	Voucner Number	
		(e)	Date of Voucher	
ndividual	to Contact	(1)	Contract Amount	and the second s
1	This Voucher:	_		
rel. No.:		(0)	Fixed Fee	
				thru
h) This v	oucher represents reimbursable cos	sts from		
., .,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			Amou	unt Billed
		/1	Current Period	(m) Inception to Date
(1) (2)	II PARTOUTED DE NICHE			
(1) (2) (3) (4) (5) (6) (7) (8) (9)	Fringe Benefits  If computed as percentage Capitalized Nonexpendable Equipment Materials, Supplies and Noncapitalized Equipment Premium Pay Consultants Travel - Domestic Foreign Subcontract Other Costs  Total Direct Costs  RECT GOSTS Overhead  * of			
(1) (2) (3) (4) (5) (6) (7) (8) (9)	Fringe Benefits  If computed as percentage Capitalized Nonexpendable Equipment Materials, Supplies and Noncapitalized Equipment Premium Pay Consultants Travel - Domestic Foreign Subcontract Other Costs  Total Direct Costs  RECT COSTS Overhead (Indicate Base)			
(1) (2) (3) (4) (5) (6) (7) (8) (9) (9) (A)	Fringe Benefits **  If computed as percentage Capitalized Nonexpendable Equipment *  Materials, Supplies and Noncapitalized Equipment *  Premium Pay Consultants *  Travel - Domestic *  Foreign *  Subcontragt * Other Costs *  Total Direct Costs  RECT COSTS  Overhead ** of (Indicate Base)  General & Administrative Expense  ** of Cost Elements Nos.  Total	Subtotal		
(1) (2) (3) (4) (5) (6) (7) (8) (9) (9) (NO) (A)	Fringe Benefits **  If computed as percentage Capitalized Nonexpendable Equipment *  Materials. Supplies and Noncapitalized Equipment *  Premium Pay Consultants *  Travel - Domestic *  Foreign *  Subcontract *  Other Costs *  Total Direct Costs  RECT COSTS  Overhead * of (Indicate Base)  General & Administrative Expense *  * of Cost Elements Nos.  Total  Total	Subtotal		
(1) (2) (3) (4) (5) (6) (7) (8) (9) (9) (M) (N) (N) (N) (N) (N) (N) (N) (N) (N) (N	Fringe Benefits  If computed as percentage Capitalized Nonexpendable Equipment Materials, Supplies and Noncapitalized Equipment Premium Pay Consultants Travel - Domestic Foreign Subcontragt Other Costs Total Direct Costs  RECT COSTS Overhead (Indicate Base)  General & Administrative Expense % of Cost Elements Nos. Total  ED-FEE EARNED (Formula) al Amount Claimed	Subtotal		
(1) (2) (3) (4) (5) (6) (7) (8) (9) (1) (A) (B) (K) FIX (n) Tot	Fringe Benefits  If computed as percentage Capitalized Nonexpendable Equipment Materials. Supplies and Noncapitalized Equipment Premium Pay Consultants Travel - Domestic Foreign Subcontragt Other Costs  Total Direct Costs  RECT COSTS Overhead (Indicate Base)  General & Administrative Expense % of Cost Elements Nos. Total  ED-FEE EARNED (Formula) al Amount Claimed ustments	Subtotal		
(1) (2) (3) (4) (5) (6) (7) (8) (9) (1) (1) (1) (1) (2) (2) (3) (4) (5) (6) (7) (7) (8) (9) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1	Fringe Benefits  If computed as percentage Capitalized Nonexpendable Equipment Materials, Supplies and Noncapitalized Equipment Premium Pay Consultants Travel - Domestic Foreign Subcontragt Other Costs Total Direct Costs  RECT COSTS Overhead (Indicate Base)  General & Administrative Expense % of Cost Elements Nos. Total  ED-FEE EARNED (Formula) al Amount Claimed	Subtotal		

		Contract Number_	NRC-10-81-624
Office:	(a)	Contract Number_	16 toplicable) 002
Official Agency Billing Office:		Task Order No. (	If Applicable) 002
new latery Commission	1163	risks of Droject	"Study of Nuclear
nimition of Contracts and	(b)	Waste Concepts"	
II TO THE PT YEN'T			
CUDA!		Voucher Number	003
Washington. Pavee's Name and Address Pavee's Name and Address The National Bank	(c)	Voucher Homes	
	(d)	Project Officer_	
on Main Street or his	(0)	Date of Voucher_	The second secon
Anywhere, U.S.A. Assignee for ABC Corp.	(6)	Date of Amount	
Anywhere, U.S.A. Anywhere, U.S.A. (When Payments Assigned	(f)	Contract Amount_	
(When Payments Assistants	(0)	Billing Period_	
Individual to Contact Regarding This Voucner:	127		
Name: 212-361-0054			
(h) This voucher represents reimbursable co	1	2/1	/82 thru 3/30/82
- and a state of the co	sts	from	700 (1110
(h) This voucher represents remiser			0:33-4
		Amour	nt Billed
	11.5	Current Period	(m) Inception to Date
	(1)	Current	140
*****		\$2,400	(4,800
(i) Direct Costs (1) Direct Labor		261	1,200
		600	1,12
	*****	Manager & Activities and Teaching Street,	8.000
(3) Capitalized Conexpendable		5.000	
	-	- 000	4,000
		2.000	150
Moncapitalized tourbuilding		100	100
(5) Fremium Pay		100	200
(E) Consultants .	-	200	700
(7) Travel - Domestic * Foreign *	_	200	9,000
	-	3,000	730,650
(S) Subcontract *	-	\$13,600	\$29,650
(9) Other Costs . Total Direct Costs		THE RESIDENCE OF THE PARTY OF T	\$29,650
(i) INDIRECT COSTS	ts	\$13,600	323,000
Overnead IUL OF TOTAL		SERVICE THE PARTY DESCRIPTION OF THE PARTY O	***************************************
(Indicate Base)		\$27,200	\$59,300
Subtotal		and the second second second second	6,450
Fxpense		3,264	
		\$30,464	\$65.750
12 to Cost Element Total Costs		1,523	3,400
		1 1 0 6 0	\$69,150
(k) FIXED-FEE EARNED (Formula)		\$31,987	207124
1 femints Claimed		-	1.700
		1,700	GATE SHEWARD MAY BOTH STATE OF THE STATE OF
(o) Adjustments Suspensions		WAY STATE STATE STATE OF THE PARTY OF THE PA	\$67,450
(o) Adjustments Outstanding Suspensions		\$30,287	a Nobel Land
Totals			
(p) Grand Totals • (RECUIRES SUPPORTING INFORMATION.)			
* (RECUIRES SUPPORTING THE CONTROL OF CONTRO			

## INSTRUCTIONS FOR PREPARING COST INFORMATION FOR NRC CONTRACTS

Preparation and Itemization of the Voucher/Invoice: In order to constitute a proper invoice, the contractor shall furnish all the information set forth below. These notes are keyed to the entries on the sample voucher/invoice.

Official Agency Billing Office: Address the original and 3 copies of the voucher/invoice, together with supporting documentation attached to each copy to: U.S. Nuclear Regulatory Commission, Division of Contracts and copy to: Washington, D. C. 20555.

Vouchers/invoices delivered by hand, including delivery by an express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, should be addressed in accordance with the foregoing and delivered to: U. S. Nuclear Regulatory accordance with the foregoing and delivered to: U. S. Nuclear Regulatory accordance with the foregoing and delivered to: U. S. Nuclear Regulatory accordance with the foregoing and delivered to: U. S. Nuclear Regulatory accordance with the first North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville Pike, Rockville, Commission, One White Flint North, 11555 Rockville, One Roc

Payee's name and address. Show the name of the contractor as it appears in the contract and its correct address. When an approved assignment has been made by the contractor, or a different payee or addressee has been designated, insert the name and address of the payee. Indicate the name and telephone number of the individual payee. Indicate the name and telephone number of the individual responsible for answering any questions that the NRC may have regarding the invoice.

- (a) Contract Number. Insert the NRC contract number

  Task Order Number, if applicable. Insert the task order number.
- (b) Title of Project. List the full title of the project being performed under the contract.
- (c) Sequential voucher/invoice number. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include individual internal accounting numbers, if desired, in addition to the 3-digit sequential number.
- (a) Project Officer's name as designated in the contract.
- (e) Date of voucher/invoice. Insert the date the voucher/invoice is prepared.
- (f) Contract Amount. Insert the total estimated cost of the contract, exclusive of fixed-fee. Include this information as it applies to individual task orders as well.

- (g) Fixed-Fee. Insert total fixed-fe.. Include this information as it applies to individual task orders as well.
- (h) Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.
- (i) Direct Costs. Insert the major cost elements:
  - Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

Labor Labor Hrs. Hours Cumulative Category Negotiated Billed Rate Total Hours Billed

- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used, indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
- Oirect Equipment. For educational institutions, list each item costing \$500.00 or more and having a life expectancy of more than one year. For contractors other than educational institutions, list each item costing \$200.00 or more and Laving a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule; or (c) be preceded by an asterisk (\*) if the equipment is below the approval level. Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.
- (4) Materials, Supplies, or Other Expendable Items. These are consumable materials, supplies, and equipment other than that described in (3) above.
- (5) Premium Pay. This is remuneration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultant's Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(7) Travel. Domestic travel is travel within the United States, its territories, possessions, and Canada. It should be billed separately from foreign travel.

All costs associated with each trip must be shown in the following format:

Date Traveler Destination Purpose Cost
From To From To \$

- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other. List all other direct costs by cost element and dollar amount separately.
- (j) Indirect Costs Overhead. Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed.
- (k) Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. The contractor may bill for fixed fee only up to 85% of total fee.
- Amount Billed for Current Period. Insert the amount billed for the major cost elements, adjustments, and total amount for the period.
- (m) Cumulative Amount from Inception to Date of Current Billing. Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (n) Total Amounts Claimed. Insert the total amounts claimed for the current and cumulative periods.
- (o) Adjustments. This includes cumulative amounts billed that have been suspended or disallowed.
- (p) Grand Totals.

#### SAMPLE

### SUPPORTING INFORMATION

## 1) Direct Labor - \$2400

Labor	Labor Hours Negotiated	Hours Billed	Rate	Total	Cumulative Hours Billed
Category		100	\$14.00	\$1400	975
Senior Engineer 1	2400	50	\$10.00	\$500	465
Engineer Computer Analyst	700	100	\$5.00	\$500 \$2400	320

#### 3) Direct Equipment

Spectrometer - General Electric (as approved in Property Schedule) \$5,000

## 4) Materials, Supplies & Other Expendable Items

= \$1100.00 10 Radon Tubes @ \$110.00 6 Pairs Electrostatic Gloves @ \$150.00 = \$900.00

#### 5) Premium Pav

Walter Murphy - 10 hours @ \$10.00 Per Hour = \$100 (This was approved by NRC in letter dated 3/6/89.)

### 6) Consultants' Fee

Dr. Carney - 1 hour @ \$100

= \$100

#### 7) Travel

Date		Traveler	Destination	Purpose	20312
Date			From To		
From	10		Chicago, Wash	Meeting with	\$200
3/1/89	3/6/89	William King	II DC	Project Officer	

#### 8) Subcontracts

XYZ CORP. (CPFF)

Direct Labor: - 80 hours @ \$20.00 per hour = \$1600.00

O/H
Travel - 2 Trips - Wash., DC @ \$200 = \$400.00

to Boston, MA

Profit
TOTAL: = \$200.00

\$3000.00

#### (k) Fixed-Fee (Formula)

(5%)

\$350,000 x 5% = \$17,500 Total Fixed Fee for this Contract \$27,200 x 5% = \$1350 Fee Billed for this Period

#### ( o) Adjustments

\$1700 - Indicates amount withheld from voucher #001, now approved by Contracting Officer letter 3/10/89.

### MONTHLY CONTRACTUAL COST SUMMARY REPORT FOR FEE BILLING

FIN:							
Facility Name or Report Title:							
TAC or Inspection (or other unique	n Report Number: identifier)						
Docket Number (i	f applicable):						
Cost Categories	Period Amount	Period Cost Incurred	Fisca: Year To Date Costs	Total Cumulative Costs			
Labor							
Materials							
Subcontractor/ Consultant							
Travel							
Other (specify)							
Common Costs							
Total							
Remarks:							

#### WRC Organizational Conflicts of Interest

#### I. Scope of policy.

- A. It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.
- B. Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations which might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?
- C. The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other government agencies, international organizations, or state, local, or foreign governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

#### II. Definitions.

- A. Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
- B. <u>Contract</u> means any contractual agreement or other arrangement with the NRC except as provided in the section, "Scope of Policy," paragraph C.
- C. <u>Contractor</u> means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants, or subcontractors, which are a party to a contract with the NRC.
- D. <u>Evaluation activities</u> means any effort involving the appraisal of a technology, process, product, or policy.

- E. Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.
- F. Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:
- May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or
  - 2. May result in its being given an unfair competitive advantage.
- G. Potential conflict of interest means that a factual situation suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that (1) merit investigation before contract award to ascertain whether award would give rise to an actual conflict, or (2) must be reported to the contracting officer for investigation if they arise during contract performance.
- H. Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.
- I. <u>Subcontractor</u> means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding the small purchase threshold.
- j. Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.
- III. Criteria for recognizing contractor organizational conflicts of interest.

#### A. General.

- 1. Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:
- a. Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

- b. May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?
- 2. NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs.
- B. <u>Situations or relationships</u>. The following situations or relationships may give rise to organizational conflicts of interest:
- 1. The offeror or contractor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.
- a. Where the offeror or contractor provides advice and recommendation to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.
- b. Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.
- c. Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.
- d. Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.
- 2. The contracting officer may request specific information from an offeror or contractor or may require special contract clauses in the following circumstances:
- a. Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications.
- b. Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

- information not available to the public concerning NRU plans, policies, or programs that could form the basis for a later armourement action.
- d. Where the offerer of innerector in granted access to proprietary information of its competitors.
- e. Where the award of a confirming result in placing the offeror or contractor in a conflicting rele in which its judgment may be biased in relation to its work for the NRC or about the an unfair competitive advantage for the offeror or contractor.
- C. Policy application quidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.
- 1. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC technically well qualified. In response to the inquiry in the RFP, the reactor Corp. advises that it is currently performing similar analyses for the reactor manufacturer.
- <u>Guidance.</u> An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.
- 2. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different to the RFP, the ABC Corp. is performing various projects have any relationship to the utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.
- Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC sector that could create a conflict during the performance of contract. For example, ABC Corp. would be precluded from the performance of contract work for the company developing the advanced reactor mentioned in the example.
- 3. The ABC Corp., in response competitive RFP, submits a proposal to assist the NRC in revising NRC addance documents on the respiratory protection requirements of 1% and Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to

continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy in accordance with the section "Waiver" may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy, with particular attention to the establishment of protective mechanisms to guard against bias.

4. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC turnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

5. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and the section, "Criteria for Recognizing Organizational Conflicts of Interest," paragraph B.1 above, ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Paragraph (c), "Work for Others," of the clause in Section I entitled "Contractor Organizational Conflicts of Interest" would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

6. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle

facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services, required under the NRC's contract, for an applicant or licensee.

Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with section VII, "Waiver," below.

#### D. Other considerations.

- 1. The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.
- 2. It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

#### IV. Evaluation, findings, and contract award.

- A. The contracting officer shall evaluate all relevant facts submitted by an offeror, and other relevant information. After evaluating this information against the criteria in section III, "Criteria for Recognizing Contractor Organizational Conflicts of Interest," the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:
  - Disqualify the offeror from award;
  - 2. Avoid or eliminate such conflicts by appropriate measures; or
- 3. Award the contract in accordance with the section VII, the Waiver.

#### V. Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor, and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the government to terminate the contract, the contracting officer shall take every reasonable action to avoid, eliminate, or after obtaining a waiver in accordance with section VII, "Waiver" below, neutralize the effects of the identified conflict.

#### VI. Subcontracts.

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000. The contracting officer shall require the contractor to include contract clauses in consultant agreements or subcontracts involving performance of work under a prime contract.

#### VII. Waiver.

- A. The contracting officer determines the need to seek a waiver for specific contract awards, with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the contracting officer, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.
  - B. Waiver action is strictly limited to those situations in which:
- The work to be performed under contract is vital to the NRC program.
- 2. The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.
- Contractual and/or technical review and supervision methods can be employed by the NRC to neutralize the conflict.
- C. For any waivers, the justification and approval documents must be placed in the NRC Public Document Room, 2120 L Street, NW. (Lower Level), Washington, DC.

#### VIII. Remedies.

In addition to other remedies permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

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#### STANDARD FORM 1411 WITH INSTRUCTIONS

2. SF 1411 provides a vehicle for the offeror to submit to the Government a pricing proposal of estimated and/or incurred costs by contract line item with supporting information, adequately cross-referenced, suitable for detailed analysis. A cost-element breakdown, using the applicable format prescribed in 7A, B, or C below, shall be attached for each proposed line item and must reflect any specific requirements established by the Contracting Officer. Supporting breakdowns must be furnished for each cost element, consistent with offeror's cost accounting system.

When more than one contract line item is proposed, summary total amounts covering all line items must be furnished for each cost element. If agreement has been reached with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature. Depending on offeror's system, breakdowns shall be provided for the following basic elements of cost, as applicable:

Materials - Provide a consolidated priced summary of incividual material quantities included in the various tasks, orners, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

Subcontracted Items - Include parts, components, assemblies, and services, that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$500,000, the support should provide a listing by source, item quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.806.

Standard Commercial Items - Consists of items that offeror normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing. If price is based on cost, provide a cost breakdown; if priced at other than cost, provide justification for exemption from submission of cost or pricing data, as required by FAR 15.804-3(e).

Interorganizational Transfer (at other than cost) - Explain pricing method used. (See FAR 31.205-26).

Raw Material - Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal.

Purchased Parts - Includes material items not covered above. Provide priced cuantities of items required for the proposal.

Interorganizational Transfer (at cost) - Include separate breakdown of cost by element.

Direct Labor - Provide a time-phase: e.g. monthly, quarterly, etc./ breakdown of labor nours, rates, and lost by appropriate category, and furnish bases for estimates.

Indirect Costs - Indicate now offeror has computer and applied offeror's indirect costs, including cost preakdowns, and smooting trends and budgetary data, to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

Other Costs - List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

Royalties - If more than \$250, provide the following information on separate page for each separate royalty or license fee: name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part or model numbers of each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically requested by the Contracting Officer, provide a copy of the current license agreement and identification of applicable claims of specific patents. (See FAR 27.204 and 31.205-37).

Facilities Capital Cost of Money - when the offerer elects to claim facilities capital cost of money as an allowable cost, the of programst submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

- As part of the specific information required, the offeror must submit with offeror's proposal, and clearly identify as such, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.801). In addition, submit with offeror's proposal any information reasonably required to explain offeror's estimating process, including;
  - a. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
  - b. The nature and amount of any contingencies included in the proposed price.
- 3. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later to the Contracting Officer or an authorized representative. As later information comes into the offeror's possession, it should be promptly submitted to the Contracting Officer. The requirement for submission of cost or pricing data continues to the time of final agreement on price.

- 4. In submitting offeror's proposal, offeror must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, any future additions and/or revisions, up to the date of agreement on price, must be annotated on a supplemental index.
- 5. By submitting offeror's proposal, the offeror, if selected for negotiation, grants, the Contracting Officer or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award.
- 6. As soon as practicable after final agreement on price, but before the award resulting from the proposal, the offeror shall, under the conditions stated in FAR 15.804-4, submit a Certificate of Current Cost or Pricing Data.
- 7. Headings for Submission of Line-Item Summaries:
  - A. New Contracts (including Letter contracts).

THE RESIDENCE OF THE PARTY OF T	Proposed Contract	Proposed Contract	Reference
Cost Elements	Estimate-Total Cost	Estimate-Unit Cost	Reference
(1)	(2)	(3)	(4)

Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Enter those necessary and reasonable costs that in offeror's judgment will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract or unpriced order), describe them on an attached supporting schedule. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.

Under Column (3) - Optional, unless required by the Contracting Officer.

Under Column (4) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

B. Change Orders (modifications).

Cost Elements	Estimated Cost of All Work Deleted	Cost Of Deleted Work Already Performed	Net Cost To Be Deleted	Cost Of Work Added	Net Cost Of Change	Reference
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Include (i) current estimates of what the cost would have been to complete deleted work not yet performed, and (ii) the cost of deleted work already performed.

performed, actually computed if possible, or estimated in the Contractor's accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if offeror desires to retain these items or any portion of them, indicate the amount offered for them.

Under Jolumn (4) - Enter the net cost to be deleted which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) less Column (3) = Column (4).

under Calumn (5) - Enter the offeror's estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide full identification and explanation of them.

Under Column (6) - Enter the net cost of change which is the cost of work added, less the net cost to be deleted. When this result is negative, place the amount in parentheses. Column (4) less Column (5) = Column (6).

Under Column (7) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

#### C. Price Revision/Redetermination

Cutoff Date	Number of Units Completed	Number of Units To Be Completed	Contract Amount	Recetermina- tion Proposal Amount	Difference
(1)	(2)	(3)	(4)	(5)	(6)

Cost	Incurred Cost- Preproduc- tion	Incurred Cost- Completed Units	Incurred Cost- Work In Process	Total Incurred Cost	Estimated Cost To Complete	Estimated Total Cost	Reference
(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

Under Column (1) - Enter the cutoff date required by the contract, if applicable.

Under Column (2) - Enter the number of units completed during the period for which experienced costs of production are being submitted.

Under Column (3) - Enter the number of units remaining to be completed troer the contract.

Under Column (4) - Enter the cumulative contract amount.

Under Column (5) - Enter the offeror's redetermination proposal amount?

Under Column (6) - Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parenthesis. Column (4) less Column (5) = Column (6).

under Column (7) - Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

Under Column (8) - Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from offferor's books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from offeror's records, enter in this column offeror's best estimates. Explain the basis for each estimate and how the costs are charged on offeror's accounting records

(e.g., included in production costs as direct engineering labor, charged to manufacturing overhead, etc.). Also how the costs would be allocated to the units at their various states of contract completion.

Under Columns (9) and (10) - Enter in Column (9) the production costs from offeror's books and records (exclusive of preproduction costs reported in Column (8) of the units completed as of the cutoff date. Enter in Column (10) the costs of work in process as determined from offeror's records or inventories at the cutoff date. When the amounts for work in process are not available in Contractor's records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction sts) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnsih experienced unit or lot costs (or labor nours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which offeror's proposal relates.

Under Column (11) - Enter total incurred costs (Total of Columns (8), (9), and (10)).

Under Column (12) - Enter those necessary and reasonable costs that in Contractor's judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which Contractor's proposal relates.

Under Column (13) - Enter total estimated cost (Total of Columns (11) and (12)).

Under Column (14) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

#### CONTRACTOR SPENDING PLAN - INSTRUCTIONS

The Contractor Spending Plan (CSP) is an important tool for projecting and tracking contract costs and progress each task under the contract.

#### Applicability

The Nuclear Regulatory Commission (NRC) requires that the CSP be completed for cost reimbursement contracts when the award amount is expected to exceed \$100,000 and the period of performance is expected to exceed 6 months. For task order type contracts, a CSP is required when an individual cost reimbursement task order is expected to exceed the above thresholds. When a contract or task order modification increases the contract or task order amount of a cost reimbursement contract or task order to over \$100,000 and the period of performance from the effective date of the modification to the contract or task order expiration exceeds 6 months, a CSP is required for all contract work to be performed after the effective date of the modification.

#### Submission

- 1. A CSP is required:
  - a. as part of the cost proposal for a cost reimbursement contract or individual task order, or modification to a contract or task order which meets the above thresholds;
  - as part of the Best and Final Offer (if requested) as a result of negotiations;
- Updated CSP information is required on a monthly basis or as approved by the CO as part of the "Financial Status Report" (Ref: Section F.3, "Financial Status Report").

#### Format

The attached CSP sample format may be duplicated and used by the Contractor, or modified to permit more accurate reporting or to meet other needs of the contractor. For instance, the sample format provides spaces to report projected costs for 12 months, but the contractor may wish to alter the sample format for shorter or longer contract/task order periods. The contractor may also wish to alter the sample format for ease of typing or automated production. So long as complete information is provided on actual and projected costs or accomplishments, changes to the format to improve relevance to the circumstances are encouraged.

It is up to the discretion of the offeror to determine the appropriate level of cost detail to be presented based on the complexity of the effort. This plan reflects only the minimum requirements for submission of cost details which will be considered for completeness, reasonableness, and as a measure of effective management of the effort. The Contracting Officer reserves the right to request additional cost information, if deemed necessary.

(to be completed as a part of the Offeror's Cost Proposal for each cost reimbursement contract or individual task order or for any contract or task order modification which exceeds \$100,000 and has a performance period exceeding 6 months)

Selicitation No Contract No		- Performance P	eriod: from/_	_/ te/_			
Modification No	sk Order No			Total Estimated Costs (including fixed fee, if any) of the Proposed Contract/Task Order/Modification (to a contract or task order) at the time of proposal submission.  Does not include options.			
I de cest deta	ils by month for th	he total contract/tar	sk order/or task orde	r modification			
Cost Elements	1st Month	2nd Month	3rd Month	4th Month	5th Month	6th Month	
Direct Costs	1	1	s	s	\$	1	
Indirect Costs	s	1	1	1	\$	1	
Total Estimated Costs including fixed fee if any		s	s	3	\$	1	
Preject Completion	x	x	x	x			
Cest Elements	7th Month	8th Month	9th Month	10th Month	11th Month	12th Month	
Hrect Costs	s	1	s	\$	1	s	
Indirect Costs	\$	s	1	1	s	s	
Total Estimated Costs including fixed fee if any	Charles N. World House St. Co.	\$	\$	'	·	1	
Frefect Completion							

# SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

		Date
CONTRACTO	DR: _	
ADDRESS:		
SOLICITA	TION O	R CONTRACT NUMBER:
ITEM/SER	VICE:	
Subcontra	artino	together with any attachments, is hereby submitted as a Plan to satisfy the applicable requirements of Public Law emented by OFPP Policy Letter 80-2.
1. (a)	of t	following percentage goals (expressed in terms of a percentage otal planned subcontracting dollars) are applicable to the ract cited above or to the contract awarded under the citation cited.
	(1)	Small Business concerns: % of total planned subcontracting dollars under this contract will yo to subcontractors who are small business concerns.
	(11)	Small Disadvantaged Business Concerns:% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under 1.(a)(i), above, as a subset.
(b)		following dollar values correspond to the percentage goals in (a) above.
	(1)	Total dollars planned to be subcontracted to small business concerns: \$
	(11)	Total dollars planned to be subcontracted to small disadvantaged business concerns: \$ This dollar amount is included in the amount shown under 1.(b)(i), above as a subset.

(c)	The total estimated dollar value of all planned subcontracting (stable all types of business concerns) under this contract is  \$
(d)	The following principal products and/or services will be subcontracted under this contract, and the distribution among small and small disadvantaged business concerns is as follows:
	(Products/services planned to _e subcontracted to small business concerns are identified by * - To small disadvantaged business concerns by **)
	(ATTACHMENT MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)
(e)	The following method was used in developing subcontract goals (i.e., Statement explaining how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small and small disadvantaged business concerns were determined, and, how small and small disadvantaged husiness concerns' capabilities were determined, to include identification of source lists utilized in making those determinations).
(f)	Indirect and overhead costs (check on below):
	have beenhave not been
	included in the goals specified in 1(a) and 1(b)
(g)	If "have been" is checked, explain the method used in determining the proportionate share of indirect and overhead cost to be allocated as subcontracts to small business concerns and small disadvantaged business concerns.
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